

AT&T
WHOLESALE DSL TRANSPORT AND WHOLESALE DSL AGGREGATION SERVICE
STANDARD TERMS AND CONDITIONS
(12-STATE REGION)

These Standard Terms and Conditions (“Terms and Conditions”) contain the rates, terms and charges applicable to the provision of Wholesale DSL Transport and Wholesale DSL Aggregation Services (“Services”) by AT&T within its 12-state region (hereinafter referred to as “Company”).

These Terms and Conditions, and any modifications thereto, are available for inspection online at:

<https://primeaccess.att.com/shell.cfm?section=4661>

AT&T
TERMS AND CONDITIONS

TABLE OF CONTENTS

Title Page.....	1
Table of Contents	2
Section 1 – Definition of Terms and Abbreviations	3
Section 2 – General Terms	5
2.1 Undertaking of AT&T	5
2.2 Service Definitions	5
2.3 Availability of Service.....	6
2.4 Obsolescence and Withdrawal of Service	6
2.5 Operation and Maintenance	7
2.6 Refusal and Discontinuance of Service	8
2.7 Operation and Maintenance	8
2.8 Obligations of the Customer	9
2.9 Billing and Payment	9
2.10 Customer Equipment	10
2.11 Interconnection	10
2.12 Customer Support.....	10
2.13 Confidential Information.....	11
2.14 Privacy/CPNI Consent	11
2.15 Limitation of Liability	12
2.16 Disclaimer of Liability	12
2.17 Disclaimer of Warranties	12
2.18 Application and Survival	13
2.19 Third Party Claims	13
2.20 Suspension and Terminat	14
2.21 Effect of Termination.....	15
2.22 Termination Charges	15
2.23 Miscellaneous Provisions	15
Section 3 – Reserved	
Section 4 – Reserved	
Section 5 – Reserved	
Section 6 – Wholesale Digital Subscriber Line (DSL) Transport.....	22
6.1 Service Description.....	22
6.2 Service Provisioning	23
6.3 Customer Support.....	24
6.4 Monthly Recurring Charges	24
6.5 Non-recurring Charges	25
Section 7 – Wholesale Digital Subscriber Line (DSL) Aggregation Service.....	27
7.1 Service Components	27
7.2 Rates	29
7.3 Nonrecurring Charges	29
7.4 Minimum Period.....	30
7.5 Term Pricing Plan (TPP)	30
7.6 Cancellation	31

AT&T
WHOLESALE DSL TRANSPORT AND WHOLESALE DSL AGGREGATION SERVICE
STANDARD TERMS AND CONDITIONS
(12-STATE REGION)

SECTION 1 - DEFINITIONS OF TERMS AND ABBREVIATIONS

- 1.1. AFFILIATE - any entity that controls, is controlled by or is under common control with a party.
- 1.2. AFFILIATE REGIONS – Denotes the geographic areas served by the following AT&T Affiliates: Southwest Region-Arkansas, Kansas, Missouri, Oklahoma, and Texas; Midwest Region- Illinois, Indiana, Michigan, Ohio, and Wisconsin; and West Region-California and Nevada. The geographic areas include both ILEC and ICO regions.
- 1.3. AT&T – AT&T Corp. and/or one or more of the AT&T Affiliates identified in section 1.4, as appropriate in context.
- 1.4. AT&T AFFILIATES – Refers to the Affiliates through which AT&T Corp. offers services under these Terms and Conditions.

AT&T ILEC affiliates are designated by region, as follows:

AT&T West - 2600 Camino Ramon, San Ramon, CA 94583
Pacific Bell Telephone Company d/b/a AT&T California
Nevada Bell Telephone Company d/b/a AT&T Nevada

AT&T Midwest - 225 W. Randolph Street, Chicago, IL 60606
Illinois Bell Telephone Company d/b/a AT&T Illinois
Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
Michigan Bell Telephone Company d/b/a AT&T Michigan
The Ohio Bell Telephone Company d/b/a AT&T Ohio
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin

AT&T Southwest - One AT&T Plaza, Dallas, TX 75202
Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, AT&T Missouri, AT&T
Kansas, AT&T Arkansas and AT&T Texas

The AT&T West Region, the AT&T Midwest Region and the AT&T Southwest Region may be referred to together as the “AT&T 12-State Region.”

- 1.5. CLEC – Competitive Local Exchange Carrier.
- 1.6. COMMITTED INFORMATION RATE – The bit rate that the network commits to transfer data under normal conditions. Each Permanent Virtual Circuit (PVC) is assigned a committed information rate (CIR).
- 1.7. CUSTOMER – Any person, firm, partnership, corporation or other entity who subscribes to Service under an arrangement which incorporates, in whole or in part, these Terms and Conditions.
- 1.8. CUSTOMER DESIGNATED PREMISES – A physical location where Company’s facilities terminate to the Customer equipment or facilities.

AT&T
TERMS AND CONDITIONS

- 1.9. CUSTOMER PERSONAL DATA - information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.
- 1.10. CUTOVER - the date Customer's obligation to pay for Services begins.
- 1.11. END USER – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others. An End User is not an Internet Service Provider that purchases DSL Transport to provide high speed Internet Access information Services to others. For DSL Transport, the End User is the Customer of the Internet Service Provider.
- 1.12. ICO ("Independent Company") Regions - Refers to geographic areas within the AT&T Regions that are not served by an affiliated ILEC.
- 1.13. ILEC – Incumbent Local Exchange Carrier.
- 1.14. IXC – Interexchange Carrier.
- 1.15. LOGICAL CONNECTION – Provides end-to-end information transfer capability from one port to another.
- 1.16. OTHER CHARGES AND FEES - refers to the (a) surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the Services, and (b) charges imposed in connection with governmentally imposed costs and fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges) and the expenses incurred by AT&T reasonably relating to such costs and fees.
- 1.17. PERMANENT VIRTUAL CIRCUIT – (PVC) Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route. The PVC defines the logical path from the Customer's premises through AT&T's Wholesale DSL Aggregation Service network to the desired destination, typically another Customer premises location. The PVC is established with the Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.
- 1.18. SERVICE – Any of the services provided under these Terms and Conditions contained herein. Service shall be located in the incumbent service territories of any of the AT&T ILECs identified above as parties to these Terms and Conditions.
- 1.19. VIRTUAL SESSION – The active communications path between AT&T's Wholesale DSL Aggregation Service network and End User premises.
- 1.20. TAXES - any applicable taxes (excluding those on AT&T's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of Service.
- 1.21. THIRD-PARTY SERVICE - a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

SECTION 2 – GENERAL TERMS

AT&T
TERMS AND CONDITIONS

2.1 Undertaking of AT&T

- 2.1.1 AT&T shall provide, operate and maintain Service provided hereunder in accordance with these Terms and Conditions. In the event that AT&T transfers Service to an affiliate, subsidiary or assign, AT&T shall transfer all rights and obligations set forth in the Terms and Conditions to that affiliate, subsidiary or assign.
- 2.1.2 AT&T may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to AT&T's network or to the network of an underlying carrier or Service.
- 2.1.3 AT&T may pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other service providers, such as ILECs, IXCs and CLECs, in connection with the ordering, provisioning or maintenance of a Service, including any charges for cancellation or termination to Customer's designated premises.
- 2.1.4 Service will be provided 24 hours daily, seven days per week, except as set forth in other sections of the Terms and Conditions.
- 2.1.5 AT&T shall be responsible for the installation, operation and maintenance of the Services.
- 2.1.6 AT&T may test Service for purposes including, but not limited to, installation, operation and maintenance. Invasive testing may result in interruptions of Service.
- 2.1.7 Facilities used to provide Service shall remain the property of AT&T.
- 2.1.8 AT&T may modify these Terms and Conditions from time to time. AT&T will post any such modifications at: <https://primeaccess.att.com/shell.cfm?section=4661>.

2.2 Service Definitions

- 2.2.1 Wholesale Digital Subscriber Line DSL Transport ("DSL Transport") is a virtual session between AT&T's ATM network and Customer's designated End User premises utilizing asymmetrical DSL technology over a DSL Line. A "DSL Line" is the physical facility between the AT&T's DSLAM (or remote terminal where a remote terminal has been installed by AT&T's vendors or affiliates) and the Network Interface Device (NID) located at the End User premises. AT&T retains ownership of the overall DSL Line. The Service is an input to Customer's retail Internet access service and Customer has the ability to generate revenue from its retail product through monthly internet access service charges, and such other sources of revenue as premium service charges, other one-time or subscription charges, and advertising. The Service is intended primarily for Internet Service Providers (ISPs), but may be purchased by any information service provider or carrier to connect to their End User for the purposes of providing to that End User a retail Internet access service.
- 2.2.2 Wholesale DSL Aggregation Service is a fast packet, cell-based service that is designed to be used in conjunction with Wholesale DSL Transport to carry Internet access traffic over AT&T's ATM network. Wholesale DSL Aggregation Service may be used only for connection to Wholesale DSL Transport.
- 2.2.3 Wholesale DSL Transport and Wholesale DSL aggregation are offered on a private carriage basis. AT&T reserves the right to set the prices, terms and conditions under which it will offer these services to individual customers, and to change or withdraw the

AT&T
TERMS AND CONDITIONS

same without notice. Prospective customers may request these services and/or different rates, terms or conditions by contacting their service representative, but AT&T reserves the right to accept or reject any such request.

2.3 Availability of Service

2.3.1 Availability of Service is subject to the availability and operational limitations of necessary equipment and facilities. Service may not be available in some locations or in some areas.

2.3.2 Services will be provided over such routes and facilities as AT&T may choose. AT&T may, in its reasonable discretion, either decline a request for Service or require special construction charges if: 1) facilities or equipment are not available to meet an order for Service and AT&T or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which AT&T would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to AT&T.

Any special construction charges will be based on estimated costs. Written Customer approval and prepayment of all special construction charges must be provided to AT&T prior to start of construction.

2.3.3 AT&T will provide loop qualification information to the Customer, as a convenience to the Customer in determining the possible availability of the Service at specific locations. AT&T will exercise good faith to provide accurate and timely loop qualification information; however, loop qualification information is not guaranteed to be complete, accurate or up to date, and AT&T has no obligation to update or verify any loop qualification information provided to the Customer.

2.3.4 AT&T may suspend, discontinue or limit Service, or may impose requirements on Customer, if required by applicable law, if necessitated by conditions beyond AT&T's control, or if Customer uses Service in violation of the law or in violation of the provisions of these Terms and Conditions. AT&T shall not be liable to Customer for any damages resulting from any AT&T actions permitted by this Section 2.2.4.

2.4 Obsolescence and Withdrawal of Service

2.4.1 Customer acknowledges that ATM-based DSL technology is becoming obsolete. It is therefore expected that the availability of Service is likely to decline, and extended interruptions of service may occur, during the term of this Attachment as a result of the unavailability of suitable equipment and facilities, changes in network design and routing, or other factors. Such factors may be referred to as "Technology Obsolescence." The unavailability of Service due to Technology Obsolescence does not constitute a discontinuance of Service or any Service Type subject to Section 2.3.2 or 2.3.3 of these Terms and Conditions. Notwithstanding the previous sentence, when Service or any Product becomes unavailable due to Technology Obsolescence, AT&T will attempt in good faith to provide such notice as is reasonable and practicable under the circumstances.

2.4.2 This Section 2.4.2 applies specifically to Wholesale DSL Transport as described in Section 6 of these Terms and Conditions, notwithstanding any Term commitment in these Terms and Conditions, unless applicable law or regulation requires otherwise:

(a) Upon at least twelve (12) months' prior written notice, AT&T may (i) discontinue providing the Service or any Products, in whole or in part for new End Users; and/or (ii) terminate the provision of the Services or any Products, in whole or in part, for existing End Users.

AT&T
TERMS AND CONDITIONS

- (b) Notwithstanding the foregoing, upon at least ninety (90) days' prior written notice AT&T may discontinue providing the Service or any Products in any geographic area in which the Customer is not purchasing, and has no pending orders for, the Services or the Products to be discontinued, as of the time of such notice.

2.4.3 This section 2.4.3 applies specifically to Wholesale Digital Subscriber (DSL) Aggregation as described in Section 7 of these Terms and Conditions, notwithstanding any Term commitment in these Terms and Conditions, unless applicable law or regulation requires otherwise:

- (a) Upon at least twelve (12) months' prior written notice, AT&T may (discontinue providing the Service or any Products, in whole or in part.
- (b) Notwithstanding the foregoing, upon at least ninety (90) days' prior written notice AT&T may discontinue providing the Service or any Products in any geographic area in which the Customer is not purchasing, and has no pending orders for, the Services or the Products to be discontinued, as of the time of such notice.

2.5 Operation and Maintenance

2.5.1 Maintenance of Service

AT&T shall maintain Service. Customer (including its employees, agents or vendors) may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by AT&T, except with the written consent of AT&T.

AT&T may temporarily suspend Service to allow for maintenance.

2.5.2 Availability for Testing

Customer shall make Service available to AT&T to permit AT&T to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.5.3 Interference or Impairment

Any circuits, facilities or equipment provided by Customer (including its employees, agents or vendors) shall not interfere with or impair Service or any services or facilities of AT&T or any other carrier, nor cause any damage to their plant, impair the privacy of any communications or create hazards to their employees, agents or vendors or the public (any of which may be referred to as "Interference"). In case of such Interference, AT&T may temporarily discontinue the affected Service. AT&T will, where practicable, provide reasonable advance notice of such temporary discontinuance. If advance notice is not practicable, AT&T will provide Customer with such notice as is practicable. If Service has been temporarily discontinued, Customer will be given a reasonable opportunity to remedy the Interference. If Customer does not remedy the Interference, AT&T may terminate the affected Service.

AT&T
TERMS AND CONDITIONS

2.6 Refusal and Discontinuance of Service

AT&T may refuse additional requests for Service or discontinue Service, as provided below, if Customer fails to comply with these Terms and Conditions, as further provided in this Section X.X.X, on thirty (30) calendar days' written notice.

- (a) AT&T may refuse additional applications for Service and/or refuse to complete any pending orders for Service. Any failure by AT&T to refuse additional requests for Service shall not preclude AT&T from subsequently refusing additional requests for Service without further notice if Customer's non-compliance with these Terms and Conditions continues; or
- (b) AT&T may discontinue Service. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. Any failure by AT&T to discontinue Services shall not preclude AT&T from discontinuing Service thereafter without further notice if Customer's non-compliance with these Terms and Conditions continues.

2.6.1 When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer.

2.7 Use of Service

2.7.1 Assignment and Transfer

- (a) The Customer may not assign, or transfer (e.g., through mergers, acquisitions, consolidations, etc.) the use of Services except, where there is no interruption of use or relocation of the Services, such assignment or transfer may be made to:
 - (i) Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period or Term Pricing Plan (TPP), the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or
 - (ii) A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period or TPP, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.
- (b) In all cases of assignment or transfer, the written acknowledgement of AT&T is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) calendar days from the receipt of notification. The assignee or transferee (new Customer) shall provide to AT&T the written release of the use of such Services from the assignor or transferor (former Customer). All terms, conditions and applicable charges, as set forth in these Terms and Conditions, shall apply to such assignee or transferee.
- (c) The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

AT&T
TERMS AND CONDITIONS

2.7.2 Unlawful and Abusive Use

- (a) The Services shall not be used for an unlawful purpose or used in an abusive manner; however, AT&T is not obligated to monitor or police such activity. Abusive use includes:
 - (i) The use of Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,
 - (ii) The use of Service in such a manner as to interfere with the use of the Service by any other customer.
- (b) AT&T may, upon written request from a Customer, another telecommunications company or lawful authority, suspend or terminate Service to Customer or any End User identified as having used Service in an abusive manner.
- (c) Customer shall indemnify, defend and hold harmless AT&T against any claim, loss or damage arising from the abusive use of Service or AT&T's termination of such Service, unless such claim, loss or damage was caused by the negligence or intentional wrongdoing of AT&T.

2.8 Obligations of the Customer

2.8.1 Equipment, Space and Power

The Customer shall furnish, or arrange to have furnished, to AT&T, at no charge, an environment conducive to the operations of equipment, as well as the space and electrical power required by AT&T to provide the Services at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by the Customer and AT&T. The Customer shall also make necessary arrangements in order that AT&T may have access to such spaces at reasonable times for installing, testing, repairing or removing Services of AT&T.

2.8.2 Damages

The Customer shall reimburse AT&T for any damage to AT&T facilities used to provide Service, if such damage caused by the negligence, gross negligence or intentional act or omission of the Customer or resulting from the Customer's improper use of AT&T facilities or Service, or due to malfunction of any facilities or equipment provided by Customer (including its employees, agents, vendors or End Users).

2.9 Billing and Payment

- 2.9.1 AT&T will bill Customer, on a monthly basis the charges set forth in these Terms and Conditions. Charges will commence on the date Service is made available by AT&T and will continue through the date Service is disconnected.
- 2.9.2 Customer shall pay all charges by the date specified on the bill ("Payment Date"). Customers may withhold payment on any amount being formally disputed.
- 2.9.3 AT&T may require Customer to pay a deposit, either prior to or while providing service, as determined by AT&T in its reasonable discretion. Any such deposit will be held by AT&T as a guarantee for the payment of charges. A deposit does not relieve Customer of the responsibility for the prompt payment of bills. Interest will be paid to Customer for

AT&T
TERMS AND CONDITIONS

any period that a deposit is held by AT&T. AT&T may apply a deposit against past due charges at any time.

- 2.9.4 AT&T may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by AT&T, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received, up to the maximum amount allowed by applicable law.
- 2.9.5 Rates and charges described in Sections 3, 6 and 7 of these Terms and Conditions are exclusive of, and Customer shall pay, all Taxes and Other Charges and Fees (and any associated interest and penalties resulting from Customer's failure to timely pay the Taxes or Other Charges and Fees), except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.
- 2.9.6 Customer shall pay all charges for Service furnished to Customer, whether used by, Customer; its agents, servants, employees, or End Users; or any third parties. All charges shall be paid in immediately available U.S. dollars. Any disputes regarding billed charges must be reported to AT&T within thirty (30) calendar days after Customer's receipt of the relevant bill. If Customer disputes any billed amount, Customer must identify the amount disputed and must describe the basis of the dispute.
- 2.9.7 If a billing dispute is resolved in favor of Customer, any billed charges and associated late payment charges will be credited to Customer on Customer's bill.
- 2.9.8 If a billing dispute is resolved in favor of AT&T, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.

2.10 Customer Equipment

Service may be used with or terminated in Customer Equipment. Such Customer Equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer will be responsible for all costs it incurs in the use of Service, including but not limited to Customer Equipment, wiring, electrical power, and personnel. When such Customer Equipment is used, it must be compatible with AT&T equipment and standards used to provide Service, and shall in all respects comply with the minimum protective standards of AT&T.

2.11 Interconnection

Service furnished by AT&T may be connected with services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

2.12 Customer Support

Customer is responsible for providing all user Customer Support to its End Users, and all pricing, sales, marketing, ordering, billing, ordering and repair and other retail functions with respect to its End Users.

Customer is also responsible for managing End User trouble reports and will advise its End Users to contact Customer directly with any trouble reports. Customer will not direct its End

AT&T
TERMS AND CONDITIONS

Users to contact AT&T. Customer shall be AT&T's at all times be the Customer of record with respect to all Services purchased hereunder and shall be responsible for payment to AT&T. Customer retains all responsibility for billing its End Users and for any billing disputes by its claim an End Users may make concerning unauthorized billing.

2.13 Confidential Information

2.13.1 Confidential Information

Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with these Terms and Conditions or in anticipation of the provision by AT&T of Services to Customer or any Affiliate under these Terms and Conditions or another AT&T sales vehicle (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of these Terms and Conditions.

2.13.2 Obligations

A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 2.13) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing these Terms and Conditions (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services). A receiving Party shall protect such Confidential Information with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature, but in no event less than reasonable care.

2.13.3 Exceptions

The obligations in this Section 2.13 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of these Terms and Conditions.

2.14 Privacy/CPNI Consent

2.14.1 Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors to protect customer information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which AT&T may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its End Users, employees and agents regarding Customer's and AT&T's collection and use of any End User, employee or agent information in connection with a Service. Customer will only make accessible or provide End User information to AT&T when it has the legal authority to do so.

AT&T
TERMS AND CONDITIONS

2.14.2 Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

2.15 Limitation of Liability

2.15.1 Either party's entire liability, and the other party's exclusive remedy, for damages on account of any claim arising out of and not disclaimed under these terms and conditions shall be:

- (a) For bodily injury, death or damage to real property or to tangible personal property proximately caused by a party's negligence, proven direct damages.
- (b) For breach of section 2.13 (Confidential Information), section 2.23.1 (publicity) or section 2.23.2 (Trademarks), proven direct damages
- (c) For any third-party claims, the remedies available under section 2.19 (third party claims).
- (d) For claims arising from the other party's gross negligence or willful misconduct, proven damages; or
- (e) For claims other than those set forth in section 2.15 (a) (i-iv) proven direct damages not to exceed, on a per claim or aggregate basis during any twelve (12) month period, an amount equal to the total net charges incurred by customer for the affected service in the relevant country during the three (3) months preceding the month in which the claim arose.

2.15.2 Except as set forth in section 2.19 (third party claims) or in the case of a party's gross negligence or willful misconduct, neither party will be liable to the other party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased cost of operations.

2.15.3 The limitations in this section 2.15 shall not limit customer's responsibility for the payment of all properly due charges under these terms and conditions.

2.16 Disclaimer of Liability

AT&T will not be liable for any damages arising out of or relating to: interoperability, access or interconnection of the services with applications, data, equipment, services, content or networks provided by customer or third parties; service defects, service levels, delays or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in these terms and conditions); lost or altered messages or transmissions; or unauthorized access to or theft, alteration, loss or destruction of customer's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems.

2.17 Disclaimer of Warranties

AT&T makes no representations or warranties, express or implied, specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title or non-infringement, and specifically disclaims any warranty arising by usage of trade or by course of dealing. further, AT&T makes no representation or warranty that telephone calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or

AT&T
TERMS AND CONDITIONS

any similar emergency response number) and makes no guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing or that AT&T's security procedures will prevent the loss or alteration of or improper access to customer's data and information.

2.18 Application and Survival

The disclaimers of warranties and liabilities, and limitations of liability set forth in these Terms and Conditions will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages, and will also apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The disclaimers of warranties and liabilities, and limitations of liability set forth in this Section 2.18 will survive failure of any exclusive remedies provided in these Terms and Conditions.

2.19 Third Party Claims

2.19.1 AT&T's Obligations

AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under these Terms and Conditions infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's, Intermediate Provider's or a User's content; (b) modifications to the Service by Customer, a Customer Affiliate, an Intermediate Provider, a User, or another third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or a Customer Affiliate's written requirements; or (d) use of a Service in violation of these Terms and Conditions

2.19.2 Customer's Obligations

Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that arises on account of or in connection with Customer's, its Affiliate's, Intermediate Provider's or a User's access to or use, resale or sharing of the Services and the claim is not the responsibility of AT&T under Section 2.19.1, including: (a) claims that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 2.19.1; (b) claims of a breach by Customer, its Affiliate, Intermediate Provider' or a User of a Software license agreement; (c) claims arising from any failure, breakdown, interruption or deterioration of service provided by AT&T to Customer or by Customer to Users or Intermediate Providers; and (d) claims arising from Customer's marketing efforts. Customer's obligations under this Section 2.19.2 do not apply to third-party claims for damages to real or tangible personal property or for bodily injury or death negligently caused by AT&T.

2.19.3 Infringing Services

Whenever AT&T is liable under Section 2.19.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

AT&T
TERMS AND CONDITIONS

2.19.4 Notice and Cooperation

The party seeking defense or settlement of a third-party claim under this Section 2.19 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 2.19.

2.19.5 AT&T's obligations under Section 2.19.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

2.20 Suspension and Termination

2.20.1 Termination of Agreement

These Terms and Conditions may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

2.20.2 Termination or Suspension

The following additional termination provisions apply:

(a) Material Breach

If either party fails to perform or observe any material warranty, representation, term or condition of these Terms and Conditions, including non-payment of charges, and such failure continues un-remedied for 30 days (5 days for Customer's failure to fulfill its payment obligations, including failure to pay a required deposit) after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) Fraud or Abuse

AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching these Terms and Conditions: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; (v) interferes with another customer's use of AT&T's network or services; (vi) with respect to Services that include the provision of terminating switched access over local exchange company facilities, uses the Service to carry calls that originate on the network of a facilities-based interexchange carrier other than AT&T and terminate disproportionately to domestic locations for which AT&T's cost of terminating

AT&T
TERMS AND CONDITIONS

switched access (based on the published access rates of the incumbent local exchange companies) is above AT&T's price for the call under these Terms and Conditions (after application of discounts and credits); or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this Section 2.20.2(b)(vii)).

(c) Infringing Services

If the options described in Section 2.19.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 2.19.1 (AT&T's Obligations).

2.21 Effect of Termination

2.21.1 Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under these Terms and Conditions and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

2.21.2 If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

2.22 Termination Charges

If Customer terminates these Terms and Conditions or an affected Service or Service Component for cause in accordance with these Terms and Conditions, or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for any termination, shortfall or similar charges.

2.23 Miscellaneous Provisions

2.23.1 Publicity

Neither party may issue any public statements or announcements relating to the terms of these Terms and Conditions or to the provision of Services without the prior written consent of the other party.

2.23.2 Trademarks

Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

2.23.3 Independent Contractor

Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party. Customer will not indicate or imply to any other party that Customer is affiliated with AT&T, that Customer is authorized by AT&T to sell or provide service to them, that Customer is providing (or will provide) service to such party jointly or in collaboration or partnership with AT&T, or as the agent of AT&T, or that service provided by Customer or another carrier is provided by AT&T. Except to the limited extent (if any) as may be required under law, neither Customer nor an Intermediate Provider shall indicate or imply to any existing or potential User (or

AT&T
TERMS AND CONDITIONS

Intermediate Provider) that any portion of the service provided to the User (or Intermediate Provider) by Customer or the Intermediate Provider is provided by AT&T or is carried over the AT&T network or AT&T equipment and/or facilities.

2.23.4 Force Majeure

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers (except, for Customer, the acts or omissions of its Intermediate Providers), acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

2.23.5 Assignment and Subcontracting

Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under these Terms and Conditions to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under these Terms and Conditions to an AT&T Affiliate. In no other case may these Terms and Conditions be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

2.23.6 Severability

If any portion of these Terms and Conditions is found to be invalid or unenforceable or if, notwithstanding Section 2.26.9 (Governing Law), applicable law mandates a different interpretation or result than that intended by the parties, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

2.23.7 Injunctive Relief

Nothing in these Terms and Conditions is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

2.23.8 Legal Action

Any legal action arising in connection with these Terms and Conditions must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

2.23.9 Governing Law

These Terms and Conditions will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

2.23.10 Compliance with Laws

Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

AT&T
TERMS AND CONDITIONS

2.23.11 No Third Party Beneficiaries

These Terms and Conditions is for the benefit of Customer and AT&T and does not provide any third party (including Users and Intermediate Providers) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

2.23.12 Survival

The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of these Terms and Conditions, including the obligations set forth in Section 2.16 (Confidential Information), Section 2.21 (Limitations of Liability and Disclaimers) and Section 2.22 (Third Party Claims), will survive such termination or expiration.

2.23.13 Agreement Language

The language of these Terms and Conditions is English. If there is a conflict between these Terms and Conditions and any translation, the English version will take precedence.

2.23.14 Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties with respect to its subject matter these Terms and Conditions supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. These Terms and Conditions will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in these Terms and Conditions.

2.23.15 Notices

All notices for which "written notice" is required by these Terms and Conditions shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by certified or registered mail, postage prepaid return receipt requested (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Such written notices shall be sent to the individuals named below, or to such other individual, address or fax number as a party may designate by notice to the other party.

All other notices shall be made in a means reasonable in light of the nature and subject matter of the notice or notification. ISP (Internet Service Provider) Bulletins shall be deemed reasonable notice, except where "written" notice is required, in which case notice shall be as provided in the previous paragraph.

AT&T
TERMS AND CONDITIONS

For written notices to AT&T, notices shall be sent to the Customer's Account Representative, with a copy to the attention of Wholesale DSL Marketing as follows:

AT&T Business Services
ATTN: Product Manager - Wholesale DSL
One AT&T Way
Rm 5B105C
Bedminster, NJ 07921

For written notices to the Customer, notices shall be sent to the individual identified in the Contact in Service Provider (SP) Order & Profile or to current billing address.

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AT&T
TERMS AND CONDITIONS

SECTION 6 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT

6.1 Service Description

- 6.1.1 AT&T offers DSL Transport in several downstream/upstream operating speed combinations across its operating territory. The DSL Line provisioned by AT&T from AT&T's DSLAM (or remote terminal where a remote terminal has been installed by AT&T's vendors or affiliates) to an End User's NID is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 768 Kbps. Speed tiers represent maximum downstream and/or upstream speed capabilities. Speeds may vary and are not guaranteed. Many factors can affect actual speeds.
- 6.1.2 AT&T offers DSL Transport in several downstream/upstream operating speed combinations across its operating territory. The DSL Line provisioned by AT&T from AT&T's DSLAM (or remote terminal where a remote terminal has been installed by AT&T's vendors or affiliates) to an End User's NID is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 768 Kbps. Speed tiers represent maximum downstream and/or upstream speed capabilities. Speeds may vary and are not guaranteed. Many factors can affect actual speeds.
- 6.1.3 "Downstream" speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from AT&T's DSLAM (or remote terminal where a remote terminal has been installed by AT&T's vendors) to the NID located at Customer's designated End User premises. Customer's End User modem must synchronize within the range of the downstream speeds purchased in order for the End User to attain the range of speeds at their computer.
- 6.1.4 "Upstream" speeds represent connections speeds from the NID located at the Customer's designated End User premises to AT&T's DSLAM (or remote terminal where a remote terminal has been installed by AT&T's vendors).
- 6.1.5 Operating Speeds

Below are the speed tiers offered by AT&T.

Product	Downstream Speeds	Upstream Speeds
Primary	Up to 384kbps	128kbps to 384kbps
Primary +	Up to 1.5Mbps	128kbps to 384kbps
Basic I	384kbps to 1.5Mbps	128kbps to 384kbps
Basic +	768kbps to 1.5Mbps	256kbps to 384kbps
Symmetric	384kbps to 416kbps	384kbps to 416kbps
Advanced	1.5Mbps to 3.0Mbps	384kbps to 512kbps
Premium I	1.5Mbps to 6.0Mbps	384kbps to 608kbps
Advanced +	3.0Mbps to 6.0Mbps	512kbps to 768kbps

Effective February 1, 2010, the Primary speed tier product is available to Customers with Zero Volume Commitment-Month to Month (ZVC-M/M) and Volume Commitment Plan (VCP 50-249 & 250+) agreements as follows:

The Primary speed tier product is available to new and existing Customers with a ZVC-M/M agreement.

The Primary speed tier product is only available to Customers with an existing VCP (VCP 50-249 & 250+) agreement.

AT&T
TERMS AND CONDITIONS

6.2 Service Provisioning

- 6.2.1 Minimum connection speed or "sync-rate" is between the NID at the End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads and factors that may not be in AT&T's control. If AT&T is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges.
- 6.2.2 DSL Transport is offered via an arrangement (High Frequency Portion of the Line – HFPL) over an AT&T ILEC-provided (non-resold, non-UNE-Platform) retail POTS line.
- 6.2.3 DSL Transport is available only within a limited area surrounding AT&T's ILEC central offices. This area will be defined by AT&T and AT&T may change this area in its discretion.
- 6.2.4 Only one PVC or virtual session will be provided over any single DSL Line.
- 6.2.5 AT&T only provides Unspecified Bit Rate (UBR) Service.
- 6.2.6 Traffic Discard Priority does not apply if network suffers from congestion packets can not be discarded according to any priority ranking.
- 6.2.7 Customer must have connectivity to AT&T's ATM network within the LATA in which Customer chooses to purchase DSL Transport, with the logical ATM inventory included in AT&T's database. In any LATA in which AT&T has not located an ATM switch, and where AT&T offers DSL Transport, the Digital Subscriber Line Access Multiplexers (DSLAMs) will be hubbed out of an ATM switch in a neighboring LATA. In that case, Customer must have connectivity to AT&T's ATM network within such neighboring ATM hubbing LATA. For the VC and VP provisioning models, connectivity must be a dedicated circuit for the remote LATA. Connectivity to AT&T's ATM network is provide by the same AT&T entity that provides the DSL transport.

Where Wholesale DSL Aggregation Service, as described in Section 7, following, is available, it may be used to provide connectivity as required by this section.

- 6.2.8 AT&T West uses VP provisioning to each AT&T DSLAM in each central office or to each AT&T DSLAM host, where applicable, for DSL Transport logical connectivity. The VPC provisioned to AT&T's DSLAM in each central office, or to the AT&T DSLAM host, where applicable, will be billed at Standard ATM UBR VPC rates. If an AT&T DSLAM or AT&T DSLAM host has become exhausted (no ports available), a VPC to an alternative AT&T DSLAM in the same central office or to an alternative AT&T DSLAM host, where applicable, will be provided at no additional charge, if Customer has available capacity in the existing VPC.
- 6.2.9 AT&T Southwest Region uses VC provisioning to AT&T's ATM network for DSL Transport logical connectivity. VC provisioning allows Customer access to all central office based DSLAMs in the relevant LATA.
- 6.2.10 AT&T in the Southwest and, West, and East Regions, where the AT&T utilizes Optical Concentration Devices (OCDs) installed by AT&T's vendors to provide DSL Transport, a VPC to each selected central office with an OCD is required. The first VPC to each selected central office with an OCD will be provided at no charge. Additional VPCs will be billed at Standard ATM UBR VPC rates.

AT&T
TERMS AND CONDITIONS

If an AT&T OCDs that have become exhausted (no ports available), AT&T will provide Customer with a VPC to an alternative AT&T OCD in the same central office will be provided at no additional charge, if given Customer has available capacity in the existing VPC.

6.3 Customer Support

6.3.1 Customer shall at all times be the customer of record with respect to all Services purchased hereunder and shall be responsible for payment to AT&T. Customer retains all responsibility for billing its End Users and for any billing or other disputes by its End Users.

6.4 Monthly Recurring Charges

Monthly recurring charges apply to DSL Transport based on Customer's rate plan. Terms and conditions for the rate plans are as provided in Sections 6.4.1-6.4.3, below.

6.4.1 Zero Volume Commitment Month to Month (ZVC M/M): Effective March 1, 2006, new Customers purchasing DSL Transport on a ZVC M/M/ price term for individual lines are not responsible for a minimum volume commitment to receive the ZVC M/M price terms. The ZVC M/M rates in effect as of 3/1/2006 will remain in effect until they are changed by AT&T upon 90 days notice.

All new Customers may only purchase DSL Transport on the ZVC M/M plan. Existing Customers not on a volume commitment plan can continue with their month to month plan and receive the ZVC M/M prices. Lines purchased under the new ZVC M/M terms within the Terms and Conditions do not carry an early termination fee obligation or shortfall liability penalty.

6.4.2 50-249 Volume Commitment:* Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term, and may continue thereafter until terminated by either party upon thirty (30) calendar day's written notice. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Number of DSL Transport lines short of the minimum commitment multiplied by \$18.

In addition, Customer shall pay month to month prices going forward. AT&T will biannually review the number of installed DSL Transport Arrangements until Customer has achieved at least fifty (50) DSL Transport lines in service with AT&T.

6.4.3 250 and Greater Volume Commitment: Customer purchasing DSL Transport has the option of a volume commitment for a one (1) year term, and may continue thereafter until terminated by either party upon thirty (30) calendar day's written notice. If Customer selects a volume commitment and does not meet the minimum number of required in service DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Number DSL Transport lines short of minimum commitment multiplied by \$6.

In addition, Customer shall pay "50-249" or month to month prices going forward. AT&T will biannually review the number of installed DSL Transport Arrangements, until Customer has achieved at least two-hundred fifty (250) DSL Transport lines in service with AT&T.

AT&T
TERMS AND CONDITIONS

Effective March 1, 2006, this plan is only available for Customers that have an existing Wholesale DSL Transport VCP and/or TPP agreement.

- 6.4.4 Monthly recurring charges, by rate plan and Service type, are as provided in the table below. These charges are subject to change upon [90] days' prior notice to Customer.

Service Type	ZVC-M/M Rate Plan	VCP 50-249 Rate Plan**	VCP 250+ Rate Plan**
Primary *	\$13.00*	\$24.13 ***	\$24.13 ***
Primary +	\$13.00	\$24.13	\$24.13
Basic I	\$13.00	\$24.13	\$24.13
Basic +	\$17.00	\$38.42	\$37.59
Symmetric	\$62.65	\$58.47	\$57.63
Advanced	\$18.00	\$53.83	\$53.13
Premium I	\$29.00	\$75.17	\$74.34
Advanced +	\$20.65	\$66.82	\$65.43

*Effective February 1, 2010, the Primary speed tier is available to new and existing Customers with a Zero Volume Commitment Month-to-Month (ZVC-M/M) agreement.

**Effective March 1, 2006, these rates are available for Customers that have an existing Volume Commitment Plan (VCP 50-249 & 250+).

- 6.5 Non-recurring Charges. The following non-recurring charges apply to DSL Transport.

6.5.1 Service Rearrangement Charge

A charge applies when Customer requests to move DSL Transport Arrangements from one PVC connection to another PVC connection located on the same or different ATM switch. A service order is issued for each DSL Transport Arrangement requested to be rearranged. The Service Rearrangement Charge applies per DSL Transport Arrangement and is separate from the ATM Network Change Charge or Move Charge. For Service Rearrangements that occur as a result of an upgrade in ATM transmission speed, and that occur within 60 days of the ATM installation date, the Service Rearrangement Charge will be waived.

Customer should contact its Account Manager to request service rearrangements.

6.5.2 Assignment & Transfer Charge

A charge applies when Customer requests a billing name change that does not require any physical work, logical changes or other miscellaneous work to be performed on the associated DSL Transport Arrangements. A service order is issued for each DSL Transport Arrangement associated with the billing name that is changed.

Customer should contact its Account Manager to request this order activity.

6.5.3 Trouble Isolation Charge

When Customer requests and authorizes AT&T to dispatch a technician for trouble at End User premises and no trouble is found in AT&T's equipment/facilities, or trouble is due to End User equipment, then Customer will be billed a Trouble Isolation Charge for the period of time beginning when the technician arrives at the End User premises and ending when the trouble isolation is complete. No charge will be applied if trouble is found in AT&T's equipment/facilities.

AT&T
TERMS AND CONDITIONS

When trouble is isolated to a defective jack and/or wiring, Trouble Isolation Charges may not apply if the following conditions exist:

- (a) End User currently subscribes to a wiring protection plan offered by the AT&T ILEC;
- (b) The work required is covered under the wiring protection plan the End User subscribes to.

Authorization for AT&T to dispatch a technician will only be accepted from Customer or Customer's Agent. AT&T requires full name and telephone number of person authorizing the trouble isolation dispatch. By authorizing the dispatch, Customer accepts the charges found in Section 6.5, following.

6.5.4 Manual Service Order Charge

A charge will apply when Customer requests that AT&T manually input any order for new service activation or for a move of existing DSL Transport from one physical location to another. Service Order Charge will be waived when AT&T receives the order electronically through AT&T's ordering system for new service activation or move.

6.5.5 Non-recurring charges applicable to DSL Transport are as provided in the table below. These charges are subject to change upon 90 days prior notice to Customer.

Additional Charges – per arrangement		NRC
Assignment & Transfer Charge		\$3.50
Service Rearrangement Charge		\$11.00
Service Order Charge		\$50.00
Trouble Isolation Charges**		
	First ½ Hour	Each Additional ½ Hour
Basic	\$60.00	\$35.00
Overtime	\$75.00	\$45.00
Premium	\$90.00	\$50.00

** Basic time is defined as 8 a.m. – 5 p.m. Monday through Saturday, not including AT&T holidays. Overtime is defined as non-business hours; 5:01 p.m. to 7:59 a.m., Monday through Saturday, not including AT&T holidays. Premium time is all day Sunday and any AT&T holiday. Charges apply on a half-hour basis, with fractional hours rounded to the next half-hour increment. Charges are subject to change.

AT&T
TERMS AND CONDITIONS

SECTION 7 – WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) AGGREGATION SERVICE

7.1 Service Components

A nonrecurring charge and a monthly recurring charge apply to each Wholesale DSL Aggregation Service Component, based on the speed of the connections, term plan and features selected.

7.1.1 User Network Interface (UNI) Port and Access

UNI Port and Access consists of: (i) a port connection into AT&T's ATM network using on the UNI signaling protocol and (ii) access connecting the port and the customer location. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs) for DSL Transport connectivity, based on the speeds selected.

UNI Port and Access at OC-3c and OC-12c speeds can be purchased with a protection option. This option provides protection from cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

If Customer purchases UNI Port and Access at OC-12c speed, Customer will be subject to charges for interoffice mileage if the central office serving the Customer premises does not have an ATM switch or if the ATM switch is not OC-12c- capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) charges.

7.1.2 User Network Interface (UNI) Port Only

UNI Port Only consists of a port connection into the AT&T's ATM network using the UNI signaling protocol, UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds. When UNI Port Only is selected, Customer must obtain access to the AT&T's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs) for DSL Transport connectivity, based on the speeds selected.

7.1.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access

IMA UNI Port and Access consists of: port connections into AT&T's ATM network, and (ii) access connecting the ports and the customer location. IMA provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) DS1s and retrieval of the original stream at the far end of those connections. IMA allows multiple DS1 links to be treated as a single, coherent ATM connection that can be managed as a linked group.

7.1.4 Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only consists of port connections into the AT&T's ATM network. IMA provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) DS1s and retrieval of the original stream at the far end of those connections. IMA allows multiple DS1 links to be treated as a single, coherent ATM connection that can be managed as a linked group. When IMA UNI Port Only is selected, Customer must obtain access to the AT&T's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

7.1.5 Broadband ISDN Inter-Carrier Interface (B-ICI) Port and Access

B-ICI Port and Access consists of: a B-ICI port connection into the AT&T's ATM network using a standards-defined B-ICI signaling protocol, and (ii) access connecting the B-ICI port and the customer location. B-ICI Port and Access allows Customer networks to interconnect to the AT&T's ATM network. B-ICI Port and Access is

AT&T
TERMS AND CONDITIONS

available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs) for DSL Transport connectivity, based on the speeds selected.

B-ICI Port and Access at OC-3c and OC-12c speeds can be purchased with a protection option. This option provides protection from cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

If Customer purchases B-ICI Port and Access at OC-12c speed, Customer will be subject to charges for interoffice mileage if the cCentral oOffice serving the Customer premises does not have an ATM switch or if the ATM switch is not OC-12c-capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) charges.

7.1.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only

B-ICI Port Only consists of a B-ICI port connection into the AT&T's ATM network using a standards-defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When BICI Port Only is selected, Customer must obtain access to the AT&T's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based on the speeds selected.

7.1.7 Permanent Virtual Circuits (PVCs)

PVCs are logical connections between ports that allow data to be sent from one Customer location to another. PVCs are duplex (two-way). PVCs purchased from Section 7 can be purchased only in combination with ports purchased from this Section. When placing an order for Service for a PVC, Customer must specify the following for each PVC order:

- Traffic Parameters; and
- VCC/VPC Type.

(a) PVC Connection Type

The only PVC connection type available is ATM to ATM: connectivity from one ATM port to another ATM port supporting a DSL Transport DSLAM, OCD, or L2TP Access Concentrator.

(b) Traffic Parameters

The Customer must choose the traffic parameters available for each PVC selected.

(i) Peak Information Rate (PIR)

The PIR designates the upper limit that the traffic information rate may not exceed. PIR is expressed in Kbps or Mbps. PIR may not exceed the speed of the port selected.

(ii) Maximum Burst Size (MBS)

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

(c) PVC Types

- Virtual Channel Connection (VCC)

AT&T
TERMS AND CONDITIONS

A VCC is a logical connection between one ATM switch port and another ATM port. The VCC allows exchange of information in the form of fixed cells at variable rates. AT&T configures and maintains the individual VCCs within the ATM connection.

- Virtual Path Connection (VPC)

A VPC is a group of logical connections between one ATM switch port and another ATM switch port supporting DSLAMS, OCDs, or L2TP Access Concentrators. A VPC is typically used to route multiple Customer-defined VCCs as a group.

7.1.8 VPC Types

- (a) Standard VPC

Standard VPCs are used to provide logical connections between two ports.

- (b) Wholesale DSL Aggregation Host-Link

Wholesale DSL Aggregation Host-Link is a billing arrangement that allows Customer to purchase multiple VPCs at a reduced price. Customer must obtain access to the AT&T's ATM network by purchasing both of the following:

Either (i) UNI Port and Access/Port Only or (ii) B-ICI Port and Access/Port Only from this section;

And at least one VPC per port. VPCs may be purchased via Wholesale DSL Aggregation Host-Link. Wholesale DSL Aggregation Host-Link is offered only for Wholesale DSL Transport connectivity. Wholesale DSL Aggregation Host-Link includes up to 10 VPCs for each DS1 port, up to 25 VPCs for each IMA port, and up to 100 VPCs for each DS3 and above port. If required, additional VPCs may be purchased individually.

7.1.9 Quality of Service (QoS)

Unspecified Bit Rate (UBR) for Wholesale DSL Transport

The PIR value of each VPC must equal the corresponding port speed, for port speeds up to DS3 interface. Port speeds above DS3 will use DS3 VPCs.

7.2 Rates

Rates and charges include nonrecurring charges and monthly recurring charges, as described below.

7.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific activity.

7.3.1 Installation of Service

Nonrecurring charges apply to each Service installed. The applicable charges are specified within each Service rate section. Any such charges will be included individual customer contracts.

7.3.2 Installation of Optional Features and Functions

Nonrecurring charges apply for the installation of optional features and functions. The

AT&T
TERMS AND CONDITIONS

charge applies whether the feature or function is installed with the initial establishment of Service or any time thereafter. The applicable charges are specified within each Service rate section. Any such charges will be included individual customer contracts.

7.3.3 Record Order Charges

Record Order Charge is \$14 per Record Order

7.3.4 Service Order Change Charges

The Service Order Change Charge is \$50 per service order.

Customer may request to extend a Due Date for service provided the new Service Due Date is no more than thirty (30) calendar days beyond the original Service Due Date. Should a request be made to extend for more than thirty (30) calendar days beyond the originally Scheduled Service Due Date, the original Service Order will be cancelled and a new order for service must be placed.

7.3.5 Expedite Order Charges

There will be a \$250 charge for Expedite Orders that are limited to PVC additions or Port Installations. For Port and Access Expedite Order requests, there is a minimum charge of \$500 per Service Order. AT&T will provide Customer an estimate of any additional charges involved prior to the charges being incurred by Customer.

If AT&T determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and agrees to pay any applicable costs, the Expedite Order will then be processed.

If AT&T is unable to meet the agreed upon expedited Service date, but the Service is still provided on an expedited basis (prior to original due date offered by AT&T), Customer will still incur applicable expedite charges.

7.3.6 Monthly Recurring Charges

Monthly recurring charges are applied each month.

7.4 Minimum Period

Services are provided for a minimum of one (1) month, unless otherwise specified. When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not, as follows:

7.4.1 When a Service with a one (1) month minimum period is discontinued prior to the expiration of the minimum period, a one (1) month charge will apply at the rate in effect at the time Service is discontinued.

7.4.2 When a Service with a minimum period greater than one (1) month is discontinued prior to the expiration of the minimum period, the applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period.

7.5 Term Pricing Plans (TPP)

7.5.1 Term Pricing Plans (TPP) provide Customer with stabilized rates for the duration of the relevant term. Except as otherwise provided, TPP monthly rates will be exempt from AT&T-initiated rate increases during the TPP Service period.

AT&T
TERMS AND CONDITIONS

7.5.2 Customer may convert an existing TPP to a new TPP without incurring termination or nonrecurring charges, provided the term of the new TPP is equal to or greater than the remainder of the original TPP as of the date of conversion.

7.5.3 Conversion of an existing TPP to a TPP with a term shorter than the remainder of the existing TPP will be treated as a termination of Service, and termination charges will apply.

7.5.4 Customer must provide AT&T written notice of intent to renew TPP no later than sixty (60) calendar days prior to its expiration. Nonrecurring charges do not apply if TPP is renewed upon the required notice. The rates applicable to the new TPP will be those in effect at the time the prior TPP expires. If Customer does not renew a TPP or does not notify AT&T of its intent to renew as required by this Section 7.5.4, AT&T may increase rates following the expiration of the TPP upon at least 30 days' written notice to Customer.

7.5.5 Termination Charges

Except as noted in Section 8.9.B, if Customer terminates a TPP prior to the expiration of the term period, termination charges will apply in an amount equal to 50% of the total monthly recurring charges for the remainder of Customer's TPP term.

7.6 Cancellation

Customer may cancel a Service order at any time prior to the Service Due Date. The cancellation date is the date AT&T receives notice from the Customer that the order is to be cancelled. The following conditions apply to Service order cancellations:

7.6.1 For Service Orders cancelled less than three (3) business days before the Service Due Date, the request will be treated as a disconnection of Service, and will include applicable termination charges equal to 50% of the total monthly recurring charges.

7.6.2 A \$250 cancellation charge will apply to service orders cancelled less than three (3) business days before the Service Due date.