

**AT&T
STANDARD TERMS AND CONDITIONS
FOR THE PURCHASE OF ADDITIONAL PREMISES WORK**

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1.0 SCOPE

- 1.1 These Terms and Conditions govern AT&T's Affiliates (Section 2) provisioning of Additional Premises Work. Customer may purchase Additional Premises Work only in conjunction with Wholesale DSL Transport Service provided by the Company (Section 2).
- 1.2 These terms and conditions apply wherever the Company offers Additional Premises Work in the Company's Regions (Section 2). Purchase of Additional Premises Work in other regions is governed by different terms and conditions set forth in separate Agreements.
- 1.3 Customer's acceptance of these Terms and Conditions creates a contract between Customer and Company. The Contract is effective upon Customer's electronic signature indicating its acceptance of these terms and conditions. Customer agrees that pricing of Additional Premises Work is subject to change upon 30 days notice during the course of this Agreement.

2.0 DEFINITIONS

- 2.1 **AFFILIATE REGIONS** – Denotes the geographic areas served by AT&T, Inc. affiliates: Southwest Region-Arkansas, Kansas, Missouri, Oklahoma, and Texas; Midwest Region- Illinois, Indiana, Michigan, Ohio, and Wisconsin; West Region-California and Nevada and East Region-Connecticut. The geographic areas include both ILEC and ICO regions.

AT&T AFFILIATES –Refers to the affiliates through which AT&T offers services under these Terms and Conditions.

AT&T ILEC affiliates are designated 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

AT&T East - 310 Orange Street, New Haven, CT 06510

The Southern New England Telephone Company d/b/a AT&T Connecticut

Other AT&T affiliates:

AT&T Corp. (dba AT&T Advanced Solutions, Inc – ASI)

- 2.2 **COMPANY** – One or more of the AT&T Affiliates (AT&T) identified in section 2.1, as appropriate in context.
- 2.3 **CUSTOMER** – Any person, firm, partnership, corporation or other entity who subscribes to DSL CPE and/or DSL CPE Service under an arrangement which incorporates, in whole or in part, these Terms and Conditions.

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- 2.4 DEMARCATION – Standard Network Interface (“SNI”) or Minimum Point of Entry (“MPOE”) at end-user’s premises.
- 2.5 DSL CPE – DSL Customer Premise Equipment. Hardware that resides at end-user’s premises that is used in connection with DSL services.
- 2.6 END USER – An individual, association, corporation, government agency or entity that subscribes to an Information Service Provider’s (“ISP”) 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.
- 2.7 SERVICE – Any of the services provided under the terms contained herein. Service shall be located in the incumbent service territories of any of the AT&T ILECs identified above as parties to this Agreement. Service was previously provided by ASI and has been transferred to the AT&T ILECs identified in Section 2.1 above.
- 3.0 TERM.** The Agreement will run until terminated by either Party.
- 3.1 Termination for Convenience. Either Party may terminate the agreement by giving the other party at least thirty (30) days prior notice.
- 3.2 Termination for Breach. Either Party may immediately terminate this Agreement upon written notice to the other party if the other party (i) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; (ii) engages in fraud, criminal conduct, or willful misconduct; (iii) breaches the Confidentiality obligations of this Agreement; or (iv) is in material breach of this Agreement (including but not limited to failure to make timely undisputed payments), and such failure or breach is not remedied within 30 days after the terminating party has provided written notice to the breaching party specifically describing such breach.
- 4.0 TERMS OF PAYMENT**
- 4.1 Customer is the customer of record with respect to all Services purchased under these Terms and Conditions. Customer is responsible for billing any charges for Services to Customer’s End User. Company or its billing agent will bill Customer on a monthly basis the charges set forth in these Terms and Conditions. The charges will accrue on the date Company completes the Service request for the Customer’s End User.
- 4.2 Charges are due on the date specified on the bill (“Payment Date”).
- 4.3 Company or its Billing Agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge shall be calculated according to the prevailing collections policy in place by Company or its billing agent, based on invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by that jurisdiction.
- 4.4 If Customer in good faith disputes any portion of an amount billed by Company, Customer shall give written notice to Company of the amount(s) it disputes (“Disputed Amounts”) and include in that notice the specific details and reasons for disputing each item.

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Customer shall pay all undisputed amounts by the Payment Date. Any objections to billed charges must be reported to Company or its billing agent within 30 calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such charges are appropriate.

- 4.5. If a billing dispute is resolved in favor of Customer, any billed charges and late payment collected on the disputed amount will be credited to Customer on Customer's bill.
- 4.6. If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.
- 4.7. If Customer defaults in its obligation to make timely payments to Company or otherwise defaults in any material obligation under this Agreement, Company may, in addition to other remedies, discontinue work on any Service requests in process and may refuse to accept any new requests for Services.

5.0 ADDITIONAL PREMISES WORK. Additional Premises Work is defined as any work performed by Company on the premises of an End User reasonably related to DSL CPE Services, including but not limited to work to install, maintain, repair, rearrange or move inside wire or jacks. Additional Premises Work also includes placement of additional DSL jacks, splitters, or filters, and/or premise wiring, rearrangement of existing DSL wiring and/or jacks, splitters, and/or filters, and basic DSL CPE settings for routers and/or the Company's supported software. Additional Premises Work is time sensitive and is charged in half-hour increments as set forth in Schedule A. Customer will be responsible for payment of charges for any necessary splitters, filter, line combiners, or other equipment installed during the course of Additional Premises Work.

5.1 Authorization to Perform Work. Customer authorizes Company to quote Company charges for such work to Customer's End User.

5.2 Maintenance of Service Charge. Additional Premises Work may include a Maintenance of Service Charge. Company assesses a maintenance of service charge whenever it dispatches a technician in response to Customer's trouble report and makes one of the following determinations: (i) no trouble is found in the Company equipment/facilities; (ii) any trouble is due to DSL CPE not provided by Company; or (iii) any trouble is due to Company provided DSL CPE that is out of warranty. Maintenance of Service Charge is time sensitive and is charged in half-hour increments as set forth in Schedule A.

5.2.1 If the Company technician makes any of these determinations in section 5.2 above, he will not correct the problem unless Customer has authorized the Company to perform Additional Premises work by agreeing to the Terms and Conditions in the Additional Premises Work Agreement. Company will isolate trouble to the Standard Network Interface (SNI) or Minimum Point of Entry (MPOE). Any trouble beyond the network interface (e.g. DSL

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CPE, premise wiring, software) is the responsibility of the Customer or the Customer's end user to resolve unless Customer signs the Additional Premises Work Agreement.

- 5.3 Customer Support of End-User CPE. Customer has primary responsibility for End User care and support ("Tier 1") including CPE replacement and any charges associated with Company's performing any inside wiring and activities, such as End User contact and installation support. Company will provide "Tier 2" technical support directly to Customer. Customer may utilize this "Tier 2" Support to obtain information with which to provide Tier 1 support to its End Users. In connection with the provision of such Tier 2 support, Company shall also provide Customer with access to any additional technical cooperation services that Company may establish or provide to other customers to enhance the deployment of DSL CPE (e.g., help desk coordination or access to new technologies) that will help accelerate the deployment of DSL CPE provided by Company.

6.0 COMPLETION AND ACCEPTANCE OF ADDITIONAL PREMISES WORK

- 6.1 Upon Customer's request for Additional Premises Work, Company will provide Customer with a due date for the requested service. Completion of Work requests may require Customer or the End User to install certain equipment on the End User's side of the demarcation. If completion of Additional Premises Work is delayed due to changes not initiated by Company, including, for example, the acts or omissions of Customer, Customer's End User, or contractor, or due to any force majeure occurrence, Company shall have the right to extend the completion of Additional Premises Work Services for a reasonable period of time at least equal to the period of such delay. The Parties agree to communicate any delays in Service request to the other as soon as practical.
- 6.2 Customer's acceptance of the Additional Premises Work at any location is effective upon Company's completion of work at that location.
- 6.3 When necessary, Customer and Customer's End User will provide Company reasonable access to the End User's premises at all reasonable hours for the purpose of performing the Work.
- 6.4 If Company is not able to complete Work request at the End User's location, Company will notify Customer and or Customer's End User. Customer will have twenty-four (24) hours from notification to reschedule Work requests. If Company has not received notification to reschedule the incomplete Work request within the specified interval, the Company will cancel the Work request. Once the request is closed, any Work request for that location will be treated as a new request.
- 7.0 **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF OR GUIDEBOOK. THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM FOR DAMAGES UNDER THIS AGREEMENT.

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8.0 WARRANTIES; DISCLAIMER OF OTHER WARRANTIES. Company warrants that the Services will be performed in a professional and workmanlike manner. Company further warrants that it has good title to the Equipment and that the Equipment will perform in accordance with the manufacturer's published specifications during the warranty period set forth by such manufacturer and the Company will use commercially reasonable efforts to subrogate any Company claims or rights against the Equipment manufacturer to Customer. Company makes no warranties and assumes no liability for any defects or nonconformities caused by non-Company approved modifications or alterations; misuse, accident or neglect; or Customer failure to comply with the Company or Company's vendor specifications or requirements for use. The warranties herein do not cover and the Company has no responsibility for (a) installation, maintenance or operation of non-Company provided equipment or software or impairment caused by such equipment/software; (b) compatibility of such equipment/software with Company-provided Equipment or Software; or (b) modifications, alternations or repairs to Equipment or Software by persons other than the Company or its authorized agents. EXCEPT FOR THE FOREGOING, OR AS EXPRESSLY SET FORTH IN AN ADDENDUM, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THE MATERIALS, SERVICE, EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED "AS IS" TO THE FULL EXTENT PERMITTED BY LAW.

9.0 INDEMNITY. Customer will indemnify and defend Company, its directors, officers, employees, agents and their successors ("Agents") from and against any and all third party claims and related loss, liability, damage and expense, including attorneys' fees, (collectively "Damages") arising from improper use of Services or information or any content or data transmitted over any Company network or facilities. The Company will indemnify and defend Customer and its Agents from and against any Damages finally awarded or paid in settlement based on a claim that any Service, or Company-provided Equipment and Software (collectively, "Materials"), infringe a U.S. patent or copyright. If a final injunction or judgment is awarded against Customer prohibiting use of Service/Materials by reason of infringement of a U.S. patent or copyright, the Company will at its option and expense either (a) procure the right for Customer to continue using the Service/Materials; (b) obtain and deliver equivalent non-infringing Service/Materials; or (c) terminate the infringing Service/Materials and refund to Customer amounts paid for infringing Service/Materials, less a reasonable charge for use. An indemnified Party shall provide the indemnifying Party with notice for any claim of indemnity and the indemnifying Party shall have complete authority to assume the sole defense and settlement of such claim. The indemnified Party may participate in the settlement or defense at its own expense and shall reasonably cooperate to facilitate the defense and settlement of such claims.

10.0 FORCE MAJEURE. Except in the case of payment amounts due, neither Party will be liable to the other Party for any failure of performance due to any cause beyond that Party's reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, or, in the case of Company, delays caused by Customer or Customer's service or equipment vendors.

If a delaying condition continues for more than forty-five (45) business days, either Party may cancel the affected Work request without liability, providing that any electronics and/ or equipment shipped to Customer's End User by Company is returned within seven (7) business days of cancellation notice. This subsection shall not operate to excuse payment for any equipment or Services performed by Company prior to its receipt of such cancellation notice.

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- 11.0 **PUBLICITY.** Neither Party may publish or use advertising, sales, promotion, or publicity materials in which the other party's trade name or trademarks are used. For purposes of this provision, the term Party includes the Party's parent, affiliates, or subsidiaries.
- 12.0 **NOTICE.**
- 12.1 From Company: Written Notice from the Company concerning these Terms and Conditions will be effective as follows: (i) when posted on the AT&T DSL Resource Center website under ISP Notifications; or (ii) when sent to email address supplied by Customer. Customer has responsibility to keep a current email address on its SP form.
- 12.2 To Company: Written Notices from Customer are effective when sent to Customer's account manager's email address.
- 12.3 The address to which notices may be delivered may be changed by notice to the other Party pursuant to this section.
- 13.0 **USE OF CONFIDENTIAL INFORMATION.** During the term of this Agreement, each party may obtain information from the other party. Written or other tangible information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing party. When disclosed orally or visually, information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 days after disclosure. Neither party may during the term of this Agreement and for 5 years thereafter disclose any of the other party's information to any third party. Neither Party may use the other party's information except to perform its duties under these Terms and Conditions. The information restrictions will not apply to information that is (i) already known to the receiving party, (ii) becomes publicly available through no wrongful act of the receiving party; (iii) independently developed by the receiving party without benefit of the disclosing party's information; (iv) received from a third party without similar restriction; or (v) disclosed by the disclosing party to a third party without an obligation of confidentiality. When disclosure of information is required by law or regulation, the disclosing party will promptly inform the other party and will, prior to making disclosure, make all reasonable efforts to obtain a protective order or other confidential treatment and limit disclosure to portions of the document necessary to comply. Consistent with these requirements, Customer authorizes Company to share Confidential Information and Customer Proprietary Information with the Company affiliates, as is reasonably necessary to accomplish the purposes of these Terms and Conditions and the purchase of such Additional Premises Work.
- 14.0 **ASSIGNMENT.** Neither this Agreement nor any portion or interest in this Agreement may be assigned, sublet, or in any manner transferred by a party without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Company may assign all or any part of this Agreement to a Company Affiliate or use subcontractors to perform services.
- 15.0 **MISCELLANEOUS.** This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing and signed by the Parties. The Company shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's form documents, orders, acknowledgments or other communications. Any legal action arising under this Agreement must commence within 2 years after the cause of action arises. Company its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. Company is an independent contractor and will at all times direct, control, and supervise all of its employees. This

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Agreement will be governed by the laws of Texas, without regard to its conflicts of law rules. The Parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect. Obligations, which by their nature would continue beyond the termination, cancellation, or expiration of these Terms and conditions, will survive termination, cancellation, or expiration of these Terms and Conditions.

16.0 FUNDS PROVIDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 (ARRA) may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this Terms and Conditions shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

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Attachment List

This Attachment List to the Additional Premises Work Terms and Conditions between the Company and Customer is incorporated into the Agreement by this reference. Company may change Terms and Conditions, as well as pricing, upon thirty days notice.

Schedule A. Additional Premises Work Pricing Schedule

Schedule B. Pricing for Equipment

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SCHEDULE A – ADDITIONAL PREMISES WORK STANDARD PRICING SCHEDULE

Hourly rate for Additional DSL CPE Services for Company Regions:

Additional Premises Work 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 Company holidays.

Overtime is defined as non-business hours; 5:01 p.m. to 7:59 a.m., Monday through Saturday, not including Company holidays.

Premium time is all day Sunday and any Company holiday.

All rates are subject to change with (30) thirty-calendar day notice.

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SCHEDULE B – PRICING FOR EQUIPMENT

Notwithstanding any other provision in these Terms and Conditions, all pricing contained in this Schedule B reflects current rates and is subject to change by Company during the applicable term of these Terms and Conditions upon thirty (30) calendar days notice.

This chart includes non-recurring standard charges for equipment that may be used in providing Additional Premises Work to Customers. Charges for equipment include Shipping, Handling, and Taxes. Additional charges may apply for other products and services, or for customization.

Price	Description
\$120.00	Additional Wiring ,Jack Install (Includes Labor). In Company East region, \$50 for additional Jack Install
Time Sensitive	Charge used in addition to equipment charges for Additional Premises Work (see Schedule A).
Time Sensitive	Maintenance of Service Charge used when Company/13-State Customer has requested a truck roll for Customer's End User to determine problem. (see Schedule A). Repair inside wire charge.