

**AT&T  
STANDARD TERMS AND CONDITIONS FOR THE  
PURCHASE OF DSL CPE AND DSL CPE SERVICES**

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**STANDARD TERMS AND CONDITIONS  
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**1.0 SCOPE**

- 1.1 These Terms and Conditions govern the AT&T Affiliate Company's (the Company) (1) sale of DSL Customer Premises equipment for use by Customer's End Users ("DSL CPE"); and (2) provision of DSL CPE Installation and Maintenance Services in connection with that DSL CPE ("DSL CPE Services"). Customer may purchase DSL CPE from the Company only for use in conjunction with Wholesale DSL Transport Service provided by the Company.
- 1.2 These terms and conditions apply wherever the Company (as defined in section 2) offers DSL CPE in the AT&T Affiliate Regions, as defined in section 2.1. Purchase of DSL CPE and DSL CPE Services in other regions are 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 the Company. The Contract is effective upon Customer's electronic signature indicating its acceptance of these terms and conditions. Customer agrees that DSL CPE, DSL CPE Installation and Maintenance Services, and pricing of CPE and DSL CPE Services are 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.

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- 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.
- 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 written 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 DSL CPE and DSL CPE Services purchased under these Terms and Conditions. Customer is responsible for billing any charges for DSL CPE or DSL CPE 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 the Company provides the DSL CPE or completes the DSL CPE 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 DSL CPE and DSL CPE 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.

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- 4.4 If Customer in good faith disputes any portion of an amount billed by the Company, Customer shall give written notice to the Company of the amount(s) it disputes ("Disputed Amounts") and include in that notice the specific details and reasons for disputing each item. 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 the 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 the Company or otherwise defaults in any material obligation under this Agreement, the Company may, in addition to other remedies, discontinue work on any DSL CPE Service requests in process and may refuse to accept any new requests for DSL CPE and/or DSL CPE Services.

**5. CUSTOMER PREMISES EQUIPMENT**

- 5.1 DSL CPE. Customer may purchase DSL CPE on behalf of its End Users at the standard rates set forth at Schedule A. .
- 5.2 DSL CPE Compatibility. DSL CPE provided by the Company will meet industry standards. The Company will provide Customer with sources of technical data, specifications, and other information sufficient for Customer's End Users to use the Company's DSL Transport Services with the DSL CPE.
- 5.3 Installation of Customer End User DSL CPE. DSL CPE purchased from the Company may be installed by anyone of the following: (1) Customer and/or its affiliates (either directly or through a third party selected by Customer); (2) the End User; or (3) the Company (or independent contractors selected by the Company), pursuant to the terms and conditions below.
- 5.4 "Customer Self-Install" Packages. CPE packages designated as "Customer Self-Install" packages are designed to allow End User to self-install DSL CPE provided by the Company. Availability of "Customer Self-Install" packages may vary depending upon Customer End User location. In those cases where an installation service request is still required for "Customer Self-Install", Customer may purchase such installation from a provider of its choice.

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- 5.5 Cancellation of DSL CPE Request. Customer may cancel a DSL CPE request by sending notice to the Company by notifying its Account Manager no later than 30 days after the Due Date. Customer will not be liable for any charges related to the cancelled DSL CPE if all DSL CPE that the Company shipped to the Customer's End User is returned within seven (7) days receipt of cancellation notice.
- 5.6 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 the Company's performing any inside wiring and activities, such as End User contact and installation support. Rates for DSL CPE and DSL CPE Installation and Maintenance Services are set forth in Schedules A, B, and C. the 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, the Company shall also provide Customer with access to any additional technical cooperation services that the 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 the Company.
- 5.7 Prices. Prices for DSL CPE are set forth in Schedule A.
- 5.8 Nothing in this provision shall be construed (1) to require Customer to purchase CPE from the Company, or (2) to require the Company to negotiate on behalf of Customer with the Company third party vendors. Customer shall not be deemed a third party beneficiary of any current or future agreement between the Company and its supplier(s). The Company shall not be responsible for service failures due to the malfunctioning of CPE provided by Customer other than DSL CPE provided by the Company under this Agreement. The Company shall not be responsible for the unavailability of any CPE if the Company has provided the Customer with advance notice of unavailability of any DSL CPE.

**6.0 DSL CPE INSTALLATION AND MAINTENANCE SERVICES ("CPE SERVICES")**

- 6.1 Types of DSL CPE Services Available. The Company provides DSL CPE Installation and Maintenance Services under these Terms and Conditions only in connection with DSL CPE purchased from the Company.
- 6.1.1 The Company provides Additional Premises Work regardless of who supplies the CPE. **Note:** Additional Premises Work is available only pursuant to the terms and conditions of the Additional Premises Work Agreement.
- 6.2 DSL CPE Installation Services. DSL CPE Installation Services include: (1) installation of DSL CPE; (2) installation of the splitter (if needed) on the End User side of the Network Interface Device; (3) installation of wiring, if necessary, between the splitter and one jack; and (4) installation of filter(s), if needed. Charges for DSL CPE Installation Services are set forth in Schedule A.

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- 6.3 DSL CPE Maintenance Services. DSL Maintenance Services include repair and/or replacement of defective DSL CPE, defective premise wiring, jacks, or other DSL CPE equipment such as splitters or filters. In addition, maintenance services can include changing basic DSL CPE settings in routers, including reinstallation of Customer's Company supported software. Charges for DSL CPE Maintenance Services are time sensitive and are charged in half hour increments at the rates set forth in Schedule B.
- 6.4 Maintenance of Service Charge. The 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 the Company equipment/facilities; (ii) any trouble is due to DSL CPE not provided by the Company; or (iii) any trouble is due to 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 B. The Maintenance of Service Charge will be assessed for the period from the time the Company technician arrives at the premises to the time the Company technician completes the order or trouble ticket. If the Company technician makes any of these determinations, the technician 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. If Customer has not authorized Additional Premises Work, the 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 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.
- 6.5 Customer authorizes the Company to quote the Company charges for CPE Services to Customer's End User.

**7.0 COMPLETION AND ACCEPTANCE OF DSL CPE SERVICES**

- 7.1 Upon Customer's request for DSL CPE Services, the Company will provide Customer with a due date for the requested service. Completion of DSL CPE Service requests may require Customer or the End User to install certain equipment on the End User's side of the demarcation. If completion of DSL CPE Services is delayed due to changes not initiated by the Company, including, for example, the acts or omissions of Customer, Customer's End User, or contractor, or due to any force majeure occurrence, the Company shall have the right to extend the completion of DSL CPE Services for a reasonable period of time at least equal to the period of such delay. The Parties agree to communicate any delays in DSL CPE Service request to the other as soon as practical.

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- 7.2 The Company's completion of DSL CPE Service and Customer's acceptance of the DSL CPE Service at any location are effective upon the Company's successful completion of standard tests for that location.
- 7.3 When necessary, Customer and Customer's End User will provide the Company reasonable access to the End User's premises at all reasonable hours for the purpose of performing the DSL CPE Services.
- 7.4 If the Company is not able to complete a DSL CPE Services request at the End User's location, the Company will notify Customer and or Customer's End User. Customer will have five (5) business days from that notification to reschedule DSL CPE Installation Service requests, and twenty-four (24) hours from notification to reschedule DSL CPE Maintenance Service requests. If the Company has not received notification to reschedule the incomplete DSL CPE Service request within the specified interval, the Company will cancel the incomplete DSL CPE Service request. Once the request is closed, any DSL CPE Service request for that location will be treated as a new request.
- 8.0 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.
- 9.0 WARRANTIES; DISCLAIMER OF OTHER WARRANTIES.** With respect to maintenance or professional Services, the Company warrants that the Services will be performed in a professional and workmanlike manner. the 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. The Warranty for the Company supplied DSL CPE is set forth in Schedule D. the 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 the Company 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.



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- 10.0 INDEMNITY.** Customer will indemnify and defend the 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.
- 11.0 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 the 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 DSL CPE Service request without liability, providing that any DSL CPE electronics and/ or equipment shipped to Customer’s End User by the Company is returned within seven (7) business days of cancellation notice. This subsection shall not operate to excuse payment for any DSL CPE or DSL CPE Services performed by the Company prior to its receipt of such cancellation notice.

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- 12.0 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.
- 13.0 NOTICE**
- 13.1 From the 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.
- 13.2 To the Company: Written Notice from Customer will be effective when sent to email address of Customer's account manager.
- 13.3 The address to which notices may be delivered may be changed by notice to the other Party pursuant to this section.
- 14.0 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 the Company to share Confidential Information and Customer Proprietary Information with the Company's affiliates, as is reasonably necessary to accomplish the purposes of these Terms and Conditions and the purchase of such DSL CPE and DSL CPE Services.

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**15.0 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, the Company may assign all or any part of this Agreement to a Company Affiliate or use subcontractors to perform services.

**16.0 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. The Company, its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. The Company is an independent contractor and will at all times direct, control, and supervise all of its employees. This 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.

**17.0 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 Terms and Conditions between the Company and Customer is incorporated into the Agreement by this reference. The Company may change the DSL CPE, DSL Service, and pricing upon thirty days notice.

- Schedule A. Standard Pricing Schedule
- Schedule B. Additional DSL CPE Services Pricing Schedule
- Schedule C. Pricing for Out of Warranty Equipment
- Schedule D. DSL CPE Warranty Terms and Conditions

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**SCHEDULE A – STANDARD PRICING SCHEDULE FOR DSL CPE AND DSL CPE SERVICES**

All pricing contained in this Schedule A reflects current rates and is subject to change during the applicable term of these Terms and Conditions upon thirty (30) calendar days notice.

This chart includes non-recurring standard charges for DSL CPE and/or DSL CPE Services provided by the Company. Charges for DSL CPE include Shipping, Handling, and applicable taxes. Additional charges may apply for other products and services, or for customization.

Current Prices in all Company Regions

One Time Charges	
CPE Modem Kit: (External Ethernet Modem, Filter package, RJ31X cable and Install Guide)	\$62
CPE Router Kit (router, cables, filter kit, documentation and CD)	\$130
*Wireless Gateway Kit	Note 1
**Home Networking Bundle Kit	Note 2
***CPE Installation (1) Initial Truck Roll	\$200
****CPE Installation (2) all Subsequent Truck Rolls	\$150
CPE Modem Only	\$62
Home Networking USB Wireless Adapter	\$70
Wireless PCI Adapter (Desktop)	\$99
Home Networking PC Card Wireless Adapter (Laptop)	\$70
Home Networking Gaming Ethernet Wireless Adapter	\$95
Line Combiner	\$9.95
Filter Package	\$20
Splitter	\$35

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++Additional PC Configuration Install (Includes Labor)	\$50 ea. EAST region \$120ea.WEST, Southwest and Midwest regions
Customer Self Installation (CSI)	\$0
UPS M-F Standard Shipment	\$12.95
UPS M-F Overnight Air Saver Shipment	\$22.95
UPS Overnight Saturday Shipment	\$34.95

- \* Gateway Kits include the following: gateway, cables, filter kit, documentation and CD.
- \*\* Gateway Bundle Kits include the following: gateway, cables, filter kit, wireless laptop card, documentation and CD.
- \*\*\* Customer chooses full installation support. Includes any wiring and configuration for initial (1) computer.
- \*\*\*\* Customer chooses CSI and is unable to complete installation; the Company will charge the subsequent truck roll.
  
- ++ Additional PC connections only available with the purchase of the the Company Router. Installation includes wiring back to the Router if needed. In addition to the initial PC connection, a maximum of three additional PC connections can be added. Please note that this is only available under the Additional Premises Work agreement. Customer must agree to the terms and conditions of that Agreement for an Additional PC Configuration Install.

Note 1 Not available for new orders effective 4/1/07  
 Note 2 Not available for new orders effective 4/1/07

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**SCHEDULE B – DSL CPE SERVICES STANDARD PRICING SCHEDULE**

Hourly rate for Additional DSL CPE Services for the 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 C – PRICING FOR OUT OF WARRANTY EQUIPMENT**

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

This chart includes non-recurring standard charges for DSL CPE and/or DSL CPE Services provided by the Company to Customers. Charges for DSL CPE include shipping, handling, and applicable taxes. Additional charges may apply for other products and services, or for customization.

<b>Price</b>	<b>Description</b>
\$62.00	Charge for a defective <u>modem</u> that is “out of warranty”. Replaced with a new <u>modem</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B).
\$132.00	Charge for a defective Wireless gateway that is “out of warranty”. Replacements discontinued.
\$162.00	Charge for a defective Home Networking Bundle gateway that is “out of warranty”. Replacements discontinued.
\$130.00	Charge for a defective <u>Router</u> that is “out of warranty”. Replaced with a new <u>Router</u> . The Company Technician will also include time sensitive charges (see Schedule B).
\$35.00	Charge for a defective <u>splitter</u> that is “out of warranty”. Replaced with a new <u>splitter</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B).
\$20.00	Charge for a defective <u>filter</u> that is “out of warranty”. Replaced with a new <u>filter</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B).
\$70.00	Charge for a defective <u>Home Networking USB Wireless Adapter</u> that is “out of warranty”. Replaced with a new <u>Home Networking USB Wireless Adapter</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B).
\$99.00	Charge for a defective <u>Wireless PCI Adapter (Desktop)</u> that is “out of warranty”. Replaced with a new <u>Wireless PCI Adapter (Desktop)</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B).
\$70.00	Charge for a defective <u>Home Networking PC Card Wireless Adapter</u> that is “out of warranty”. Replaced with a new <u>Home Networking PC Card Wireless Adapter</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B).



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**SCHEDULE C – PRICING FOR OUT OF WARRANTY EQUIPMENT (continued)**

Price	Description
\$95.00	Charge for a defective <u>Home Networking Gaming Ethernet Wireless Adapter</u> that is “out of warranty”. Replaced with a new <u>Home Networking Gaming Ethernet Wireless Adapter</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B).
\$9.95	Charge for a defective <u>line combiner</u> that is “out of warranty”. Replaced with a new <u>line combiner</u> . The Company Technician will also include time sensitive charges for labor (see Schedule B)
Time Sensitive	Charge used when a defective ADSL wire and / or jack needs to be repaired (see Schedule B).
Time Sensitive	Charge used when the Company/13-State Customer has requested a truck roll for Customer’s End User after first (90) ninety days for checking at Customer’s MPOE and/or the problem is related to DSL CPE provided by the Company or “out of warranty” or No Trouble is Found (see Schedule B).

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**SCHEDULE D - DSL Customer Premise Equipment (CPE) Warranty Terms And Conditions**

The Company's DSL CPE carries a (1) one year warranty for all DSL CPE purchased from the Company on or after March 29, 2002. During the (1) one-year warranty, the Company will replace any defective DSL CPE purchased from the Company at no additional charge upon return of the defective DSL CPE. If a Company Technician is dispatched and the CPE is found to be defective, the Company Technician will retrieve the defective CPE and install the replacement CPE. If a Company Technician is not dispatched, defective CPE must be returned to the Company. The warranty does not cover charges associated with dispatching a Company Technician to the Customer's End User's premise after 90 days. Within first 90 days of the warranty period, the Company will waive the applicable time sensitive DSL CPE charges associated with dispatching a Company Technician to the customer's End User's premise for trouble. (See Schedule B) The (1) one year warranty period begins on the Company's order completion date.

0-90 Days from the Company's order completion date:

The Company will replace any defective DSL CPE purchased from The Company at no additional charge during this period of time. Within first 90 days of the warranty period, The Company will waive the applicable time sensitive DSL CPE charges associated with dispatching a Company Technician to the Customer's End User's premise for trouble if the CPE is defective or if the trouble is found to be in the Company's network. (See Schedule B). If a Company Technician is dispatched and the CPE is found to be defective, the Company Technician will retrieve the defective CPE and replace the defective CPE.

91-365 Days from the Company's order completion date:

The Company will charge time sensitive rates (see Schedule B) when the Customer requests a truck roll to the Customer's End User's premise unless the trouble is found to be in the Company's network. The Company will replace any defective DSL CPE at no additional charge during this period of time.

Post 1 year of the Company's order completion date:

The Company will charge time sensitive rates (see Schedule B and C) when the Customer requests the Company to dispatch a Company technician to the Customer's End User's premise unless the trouble is found to be in the Company's network. The Company will also charge for the replacement of any defective DSL CPE (see Schedules A, B and C) during this period of time.