



PLEASE READ THIS IMPORTANT DOCUMENT

AT&T INTERSTATE ACCESS SERVICE AGREEMENT

This AT&T Interstate Access Service Agreement (Agreement) applies to the AT&T Services to which You subscribe, except for Services provided under: (a) another AT&T business services agreement that applies as noted in any ordering process You used to purchase Service(s); (b) a Master Agreement and Pricing Schedules that applies to the Service You purchase; or (c) another agreement between You and AT&T (unless that other agreement references this Agreement). The Effective Date of this Agreement for any individual Service is: (a) the date on which You subscribe to or use the Service; or (b) for a Service that had been ordered under a Tariff before, or was being provided under a Tariff on, the date that the Tariff was withdrawn, the date on which You may disconnect the Service without a termination charge but in no event earlier than 30 days after the date of Tariff withdrawal. When You apply for, subscribe to, or use the Service after the Effective Date, You are accepting the terms and conditions of this Agreement. If You do not agree with the terms and conditions of this Agreement, You must notify AT&T prior to the Effective Date to disconnect the Service. To disconnect the Service, You must contact AT&T by calling the number on Your billing statement or by using any other method AT&T designates. You will be responsible for all applicable charges incurred prior to disconnection and any charges applicable due to disconnection (potentially including termination charges). AT&T TARIFFS, GUIDEBOOKS, SERVICE GUIDES, and AUP (COLLECTIVELY, SERVICE PUBLICATIONS) AS MODIFIED FROM TIME-TO-TIME, ARE INCORPORATED BY REFERENCE HEREIN TO THE EXTENT EACH IS APPLICABLE TO THE SERVICE(S) PROVIDED UNDER THIS AGREEMENT, AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE. You agree that it is impractical for AT&T to provide here all of the terms and conditions, including rates and charges, which are set forth under those documents and that AT&T has acted reasonably in providing access to the Service Publications as described in Section 1.

1. DEFINITIONS

Terms not otherwise defined in this Agreement have the following meanings:

- (a) Agreement means the terms and conditions set forth herein and in all incorporated documents.
- (b) AT&T, the Company, we, our and us means AT&T Inc.'s subsidiaries and affiliates that provide or may provide Service(s) to You under this Agreement. In the Service Publications, AT&T may be referred to as the Telephone Company or the Company.
- (c) Acceptable Use Policy or AUP means AT&T's policy that applies in accordance with its terms to any Service or Service capability within its scope, as AT&T may modify from time-to-time, including, by way of example only, services provided over or accessing the Internet or certain wireless data networks. The AUP is located at www.att.com/aup and is incorporated herein by reference as if originally set forth here.
- (d) Guidebooks and Service Guides means those documents that contain the standard descriptions, pricing, terms, and conditions for Service(s) that are not contained in a Tariff. You can find AT&T's Guidebooks and Service Guide at www.att.com/service publications. They may also be referred to

as Catalogs, Service Descriptions, Price Lists, or Terms of Service.) A reference to Guidebook (singular) is to the AT&T Interstate Access Guidebook, unless the context indicates otherwise. A reference to Service Guide (singular) is to the Ethernet Service Guide, unless the context indicates otherwise. If You do not have access to the Internet, You may call an AT&T representative at the number that appears on Your billing statement for a copy of the Guidebook(s) and/or Service Guide(s) that apply to Your Service(s). AT&T reserves the right to modify the Guidebooks and Service Guides from time-to-time by the methods described elsewhere in this Agreement. You should regularly review the Guidebooks and Service Guide(s) for Your Service(s) to ensure You are familiar with the current controlling terms and conditions.

(e) Service or Services means the services AT&T offers pursuant to the Guidebook or the Service Guide, as applicable. A Service Component means an individual component of a Service.

(f) Tariffs are documents that contain the standard descriptions, pricing, and other terms and conditions for services for which a regulatory commission requires AT&T to file a Tariff. You will find AT&T's Tariffs at www.att.com/servicepublications.

(g) You or Your means the person or entity subscribing to the Service(s) provided under this Agreement, and its employees, directors, agents, and representatives.

2. USE OF THE SERVICES

AT&T will provide Services to You, subject to availability and operational limitations of systems, facilities, and equipment. You must cause Users (anyone who uses or accesses any Service provided to You) to comply with this Agreement, and You are responsible for their use of any Services. You and all Users must comply with all applicable state and federal laws and regulations. You must ensure that all of the equipment You and Your Users use with a Service is compatible with the Services. You and any Users must comply with the AUP. If You desire to secure Your transmissions in connection with any of the Services, You must procure, at Your own cost, encryption software or other transmission protection.

3. ACCESS TO PREMISES; HAZARDS

(a) Access. On occasion, AT&T may need access to Your premises and/or other premises that are not under AT&T's control (non-AT&T locations) to provide Services. You agree to allow (or obtain permission for) AT&T to access all non-AT&T locations (other than public property) and equipment that is reasonably required to provide Services. Access includes the ability to review information and the right to construct, install, repair, maintain, replace, and remove access lines and network facilities, and to use ancillary equipment space within any building, necessary for Your connection to AT&T's network. You will furnish any conduit, holes, wire ways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits, and consents (including easements and rights-of-way).

(b) Hazards. You must ensure that all non-AT&T locations at which AT&T installs, maintains, or provides the Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a location, AT&T may terminate the affected Service or any affected Service Component, or suspend performance until

You remove the hazardous materials.

4. EQUIPMENT & SOFTWARE

The Services may include use of certain equipment that AT&T owns, leases, or controls that is located at non-AT&T locations (AT&T Equipment). Title to the AT&T Equipment will not pass to You. You must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. You will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment.

5. PRICES; CHARGES; BILLING; PAYMENT AND CREDITS; CHANGES TO AGREEMENT

(a) Prices and Surcharges. You agree to pay AT&T for the Services at the prices and charges provided in the Service Publication, without deduction, setoff, or delay for any reason. The prices do not include, and You agree to pay, all applicable taxes, regulatory and other surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use, or provision of Services. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit AT&T to bill You. Unless a Service Publication specifies a different date, Your obligation to pay for Service begins upon availability of the Service to You (Cutover).

(b) Price Changes. AT&T reserves the right to, from time-to-time, change the price for a Service upon the following Notice: (i) the price of a Service may be decreased without further notice to You; (ii) AT&T will provide Notice to You of a Service price increase at least 30 days prior to the effective date of the price increase. If You do not disconnect the affected Service by the effective date of the price increase, You will be liable for the increased price. The methods of Notice are described in Section 5(d) below, and AT&T will select the method of Notice at its sole discretion or as required by law or regulation. AT&T may, as required or as it feels necessary, provide Notice of a change in a tax or surcharge that will affect Your account.

(c) Material Changes Other Than Price. AT&T reserves the right to, from time-to-time, change the terms and conditions of this Agreement other than a change in price (including changes to documents incorporated by reference) upon at least 30 days prior Notice of such a change. You should regularly review this Agreement to ensure You are familiar with the current controlling terms and conditions.

(d) Notice. When AT&T Notice is required, AT&T will provide Notice by one or more of the following methods at AT&T's sole discretion: (i) posting the Notice on the AT&T website at or near the posting location of this Agreement or the Service Publication; (ii) by Accessible Letter or other similar documentation that AT&T provides to You; (iii) by bill insert or bill page message; (iv) by letter or postcard via U.S. Postal Service to Your billing address; (v) via a call to Your billed telephone number; or (vi) via an email to the email address, if any, You provided to AT&T. AT&T may determine that it is appropriate under certain circumstances to provide Notice of a particular change via more than one of these methods; however, such multiple Notice is not required at any time. Your continued subscription to, usage of, or payment for the Service after the effective date of any change for which You received Notice constitutes Your acceptance of the change(s), subject to Section 6(b). You must contact AT&T at the number shown on Your monthly billing statement prior to the effective date of the modification to discontinue the affected Service if You do not agree with the changes described in the Notice. **YOU AGREE THAT NOTICE BY AT&T BY ANY OF THE ABOVE METHODS IS**

SUFFICIENT.

(e) Billing. AT&T will determine the billing period and may change it from time-to-time and without Notice to You. CHARGES BEGIN TO ACCRUE AT THE START OF EACH BILLING PERIOD AND CONTINUE THROUGH THE FULL BILLING PERIOD. AT&T may bill monthly recurring charges in advance or arrears, and will bill You pro-rata if the Service is installed or changed during the billing period. AT&T will bill usage based charges, such as those billed for calls, as used. For purposes of billing, AT&T will round calls up to the next full minute for any fraction of minutes. FOR MONTHLY RECURRING CHARGES, YOUR FIRST BILL WILL INCLUDE CHARGES FOR THE PARTIAL MONTH IN WHICH CUTOVER OCCURRED AND ALL INSTALLATION CHARGES. Any mathematical error AT&T or any of its representatives makes or made does not constitute an offer and thus AT&T may correct or modify such error.

(f) Payment and Disputes. Payment is due on the date specified on Your bill, or, as specified in the applicable Service Publication, whichever is later, or, if no date is specified, 30 days after the bill date. Restrictive endorsements or other statements on checks are void. AT&T may charge a late payment fee for overdue payments in an amount specified in the applicable Service Publication, or, if no such rate is specified, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T has the right to also recover all costs (including attorneys' fees) for collecting delinquent or dishonored payments.

(g) Deposits, Credit Checks, and Credit Limits. AT&T may require You to pay a deposit as a condition of providing Service. AT&T has the right to apply the deposit against any past-due amounts at any time. You authorize AT&T to investigate Your credit and share information about You with credit reporting agencies. Based on Your credit worthiness as AT&T determines it, AT&T may set a credit limit on Your account at any time. If You exceed Your credit limit, AT&T may restrict Your access to Service(s).

(h) Service Credits. If there is an interruption or failure of a Service caused solely by AT&T and not by You or a third party or for force majeure reasons described under Section 10(g), You may be entitled to a credit or credits as specified in the applicable Service Publication.

6. TERMINATION AND SUSPENSION

(a) Insolvency; Material Breach. AT&T may discontinue providing You Service(s) immediately upon notice to You if You become insolvent, cease operations, are the subject of a bankruptcy petition, or You have made an assignment for the benefit of creditors. You may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by You, if such breach is not cured within 30 days of notice.

(b) By You. You may terminate this Agreement by disconnecting all the Service(s) provided under this Agreement. To disconnect the Services, You must contact AT&T at the number provided on Your bill and take all reasonable steps AT&T requires to disconnect the Service(s). If You subscribe to multiple Services that AT&T provides under this Agreement, if You disconnect some but not all of the Services, this Agreement remains in effect for those Services that You do not disconnect. You are liable for all charges related to a Service until You disconnect the Service according to AT&T's standard practices. You may incur early termination charges pursuant to such provisions in the applicable Service Publication or in Section 6(c) of this Agreement. You may terminate an affected Service Component without incurring termination charges if: (i) AT&T revises a Service Publication or this Agreement and

the revision has a materially adverse impact upon You; (ii) You give 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact on You prior to the effective date of termination. Materially adverse impacts do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) Early Termination Charges.

(i) If You terminate this Agreement or an affected Service or Service Component for cause in accordance with this Agreement, or if AT&T terminates a Service or Service Component other than for cause, You will not be liable for the termination charges set forth in this Section 6(c).

(ii) If You or AT&T terminates or cancels a Service or Service Component prior to Cutover other than as set forth in Section 6(c)(i), You must pay any pre-Cutover termination or cancellation charges set out in an applicable Service Publication or this Agreement or, in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination.

(iii) If you or AT&T terminates a Service or Service Component after Cutover as set forth in Section 6(c)(1), You will pay applicable termination charges as follows: (1) 50% of any unpaid recurring charges for the terminated Service or Service Component applicable to the unexpired portion of any applicable Minimum Payment Period or Ethernet Payment Plan; (2) if termination occurs before the end of an applicable Minimum Payment Period or Ethernet Payment Plan, any associated credits or waived or unpaid non-recurring charges; and (3) any charges AT&T incurred from a third party (i.e., not an AT&T affiliate) due to the termination. The charges set forth in Section 6(c)(iii)(1) and (2) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Ethernet Payment Plan, as applicable, and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Payment Period or Ethernet Payment Plan and associated charges for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(iv) For AT&T Dedicated Ethernet Service, the percentage in Section 6(c)(iii)(1) is 100% of any unpaid recurring charges for the terminated Service or Service Component applicable to the unexpired portion of any Ethernet Payment Plan.

(d) By AT&T. AT&T may terminate or suspend a Service if You: (i) fail to pay any charges when due; (ii) commit a fraud upon AT&T; (iii) utilize the Services to commit a fraud upon another party; (iv) unlawfully use the Services; (v) abuse or misuse AT&T's network or Services; or (vi) interfere with another customer's use of AT&T's network or services. If You fail to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service.

(e) Withdrawal of Service. AT&T reserves the right to withdraw a Service upon reasonable Notice.

(f) Network Changes. AT&T reserves the right to temporarily suspend or interrupt Service(s) at any time to make necessary changes in how AT&T provides Service(s) over its network and facilities to Your premises. AT&T will provide advance notice of these network changes to the extent required by this Agreement, applicable law, and regulation. In some cases, such changes in how AT&T

provides Service(s) may require a technician to be dispatched to Your premises to install new network equipment and transfer Your service to the new network equipment in order to ensure You continue to receive such Services. The network equipment AT&T installs at Your premises may require the use of Your electrical power for the operation of our facilities. Where a technician visit is required, **if You do not allow AT&T to install the new network equipment at Your premises, AT&T may disconnect Your Service.**

(g) Liability for Payment. If You disconnect or terminate any Service for any reason, You are responsible for all charges and fees through the date of disconnect. If You disconnect any Service prior to AT&T rendering a billing statement, You may be liable for reimbursement to AT&T for time and materials, and any third party charges that AT&T incurred prior to the effective date of disconnect.

(h) Reinstatement. If You ask AT&T to reinstate a Service following a disconnection, cancellation, or termination, AT&T may, in its sole discretion, require You to pay a deposit or other applicable charges, including installation charges in addition to all outstanding charges for the Service.

7. DISCLAIMERS OF WARRANTIES AND LIABILITY

(a) Disclaimer of Warranties:

AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911). FURTHERMORE, AT&T MAKES NO WARRANTY REGARDING: (i) NETWORK SECURITY; (ii) THE ENCRYPTION EMPLOYED BY ANY SERVICE; (iii) THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED, OR LOAD BALANCED; (iv) THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO YOUR DATA; OR; (v) THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: (i) INTEROPERABILITY; (ii) ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY YOU OR OTHERS; (iii) SERVICE DEFECTS; (iv) SERVICE LEVELS, DELAYS, OR INTERRUPTIONS UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT; (v) ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); (vi) LOST OR ALTERED TRANSMISSIONS; (vii) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF YOUR OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK, OR SYSTEMS.

(b) Limitation of Liability:

AT&T'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT MAY NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO YOU FOR SERVICE TO WHICH THE CLAIMED DAMAGES RELATE DURING THE PERIOD IN WHICH SUCH CLAIMED DAMAGES OCCUR AND CONTINUE. IN NO EVENT WILL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

(c) Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

(d) Survival and Applicability. These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

8. THIRD PARTY CLAIMS

(a) By AT&T. AT&T agrees at its expense to defend or settle any claim against You and to pay all compensatory damages finally awarded against You where the claim alleges that a Service infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Your or a User's content; (ii) modifications to the Service by You or third parties, or combinations of the Service with any services or products AT&T does not provide; (iii) AT&T's adherence to Your written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for You to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that, to terminate the Service without further liability to You.

(b) By You. You agree at Your expense to defend or settle any claim against AT&T, its affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where the claim arises on account of or in connection with the access to or use, resale, or sharing of the Service(s) by You or by any User, and such claim is not AT&T's responsibility under Section 8(a).

(c) AT&T's obligations under Section 8(a) may not extend to actual or alleged infringement or misappropriation of intellectual property based in whole or in part on Software.

9. IMPORT/EXPORT CONTROL

You, not AT&T, are responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information You move or transmit between countries using the Services.

10. GENERAL PROVISIONS

(a) Confidentiality and Privacy. Each party is responsible for complying with the privacy laws to which it is subject and will not disclose any confidential information pertaining to the other unless required to do so under applicable law or regulation. Until directed otherwise by You in writing, if AT&T designates a dedicated account representative as Your primary contact with AT&T, You authorize that representative to discuss and disclose Your Customer Proprietary Network Information to any employee or agent of Yours without a need for further authentication or authorization.

(b) Independent Contractor Relationship. 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.

(c) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an affiliate; or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(d) Limitations. Any claim or dispute arising out of this Agreement must be filed within 2 years after the cause of action arises and the parties waive any statute of limitations to the contrary.

(e) Third Party Rights. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action, or other right or privilege.

(f) Governing Law. The law of the State of the billing address of Your Service governs this Agreement except to the extent that such law is preempted by or inconsistent with applicable Federal Law. This Agreement is limited to Services provided in the United States.

(g) Force Majeure. AT&T is not be liable for any loss or damage, delay, or failure in performance of any of the Service(s) or facilities it furnished from causes beyond AT&T's control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; pandemics; explosions; wars or armed conflicts; national, state, or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, acts of vandalism, or acts otherwise known as Force Majeure.

(h) Entire Agreement. This Agreement (which may include any other signed (including e-signed) agreement with AT&T that incorporates this Agreement by reference) constitutes the entire agreement between AT&T and You concerning the Services and supersedes all other written or oral agreements. This Agreement may only be modified as set forth above, and in no case can be modified or supplemented by any other written or oral statements, proposals, service descriptions, or purchase order forms.

(i) Severability. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable.

(j) Priority of Terms of Signed Agreements. If You have another signed (including e-signed) agreement with AT&T that incorporates this Agreement by reference, the terms of that signed agreement have priority over the terms in this document, without regard to the fact that this document has been incorporated into it as an attachment to that agreement.

(k) Priority of This Agreement and Incorporated Documents. Subject to Section 10(j) above, in the event of a conflict between the terms and conditions of this Agreement, the terms and conditions of an applicable Service Publication, the following order of priority (descending) will be applied to determine which terms and conditions control: this Agreement, the Guidebook and Service Guide; any other applicable Guidebook or Service Guide; and then Tariff, provided that a Tariff will take priority over any inconsistent language in the foregoing terms and conditions in any jurisdiction to the extent applicable law does not permit non-Tariff terms and conditions to take precedence over inconsistent Tariff terms and conditions.