

***REDACTED—FOR PUBLIC INSPECTION***

**Exhibit 1, Exhibit 2.a, Exhibit 2.b and Exhibit 3  
Are Redacted in Their Entirety as Highly Confidential Information**



Company  
Address  
City, State Zip

**Notice Regarding**

**AT&T Internet Access Service Availability**

Dear Administrator,

Broadband-enabled technologies are enhancing educational opportunities for students at all levels – from kindergarten through high school and beyond. These technologies have enabled educators and students to extend learning beyond the classroom through multimedia tools that can be tailored to meet the needs of students at all levels and better prepare them to meet the challenges of the 21<sup>st</sup> century economy. They also have fueled ever growing demand for faster and higher capacity connections to the Internet. AT&T has partnered with schools and libraries across the country to meet this demand, and we're expanding our state of the art fiber network across the country.

AT&T is pleased to advise schools and libraries that we are deploying high speed Internet access services in many areas. Our high-speed Internet services will allow schools and libraries to enjoy faster Internet access speed, including 1Gbps. Please take a look at our network capabilities as you explore how best to meet your Internet access needs.

Our sales representatives will be happy to answer your questions. Please go to [www.att.com/internetinfo](http://www.att.com/internetinfo) to submit an online request to have a specialist contact you.

Sincerely,

AT&T Business Services

***REDACTED—FOR PUBLIC INSPECTION***

**Exhibit 5 Is Redacted in Its  
Entirety as Confidential Information**



# More bandwidth, more learning.

Scaling upwards of 1Gbps and greater for both upload and download, our newest [high-speed Internet service](#) is now bolstering the speed of your school or library building. Making you faster today, and enabling you to quickly move onto new possibilities tomorrow. Now, you can bring faster speeds to your students, staff and patrons at more flexible and affordable options than ever before.

Contact an AT&T Fiber Specialist today to find out more.

[att.com/internetinfo](http://att.com/internetinfo)





## **EXHIBIT 7**

### **Exhibit: Materials Regarding AT&T Usage Allowance Practices**

- a.i. AT&T Internet Terms of Service (in effect from March 22, 2017 to November 14, 2017)
- a.ii. AT&T Fixed Wireless Internet Terms (in effect from May 1, 2017 to November 14, 2017)
- a.iii. AT&T Internet Terms of Service (in effect from November 15, 2017 to end of this reporting period)
- a.iv. AT&T Internet Customer Fee Schedule (in effect from November 15, 2017 to December 1, 2017)
- a.v. AT&T Internet Customer Fee Schedule (update showing pending change posted December 1, 2017, fees in effect from November 15, 2017 to end of this reporting period)
- b.i. Broadband Information (in effect from April 24, 2017 to September 6, 2017)
- b.ii. Broadband Information (in effect from September 7, 2017 to end of this reporting period)
- c. AT&T's Online Data Calculator (in effect from May 30, 2017 to end of this reporting period)
- d. Support Page - Broadband Usage FAQs (latest version in effect during reporting period)
- e. Internet Usage Support Landing Page (latest version in effect during reporting period)
- f. Myatt Sales - Shopping Flow (sample of version in effect from January 11, 2017 to end of this reporting period)
- g. Myatt Sales - Adjust Data Limits Screen (sample of version in effect from January 11, 2017 to end of this reporting period)
- h. MyAT&T Service Screenshots - Billing and Usage

Exhibit 7.a.i

## AT&T Internet Terms of Service

Print

**Last Updated: March 22, 2017**

These Terms of Service ("Agreement") along with the AT&T Acceptable Use Policy, the AT&T Privacy Policy, the att.net Terms of Use if you use the att.net portal and/or email ("Site") and the other documents incorporated by reference herein, set forth your obligations, AT&T's obligations, and the rules you must follow when using AT&T Internet (f/k/a AT&T U-verse High Speed Internet), AT&T Internet for Business (f/k/a AT&T U-verse High Speed Internet Business Edition), AT&T High Speed Internet, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Direct, AT&T High Speed Internet Business Edition Direct, AT&T Dial, FastAccess DSL, FastAccess Business DSL, FastAccess Business DSL Direct, Wireless Broadband provided by BellSouth Entertainment, LLC, and/or BellSouth® Dial Internet Service (individually or collectively referred to herein as "Service(s)" or "Internet Service(s)"). "IP Broadband Service" refers to any internet service provided through Internet Protocol technology. "DSL Service" refers to any Internet Service provided through Digital Subscriber Line technology, such as FastAccess DSL, FastAccess Business DSL, and/or FastAccess Business DSL Direct, individually or collectively. "Dial Internet" refers to any Internet Service provided through dial-up Internet access, such as AT&T Dial and/or BellSouth® Dial Internet Service, individually or collectively. "You" or "your" refers to the holder of the Member Account (as defined in Section 3 below) that is the customer of record as well as the holder of any Sub Account (as defined in Section 3 below). **THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.**

**PLEASE READ THIS AGREEMENT CAREFULLY.** This is a binding agreement between you (the Member Account holder) and the AT&T entity that provides the Service [1]. **Your registration, payment for, or use of the Service constitutes your agreement to be bound by the charges, terms, and conditions set forth in this Agreement, including those incorporated by reference into this Agreement.**

**IMPORTANT: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. PARAGRAPH 13 REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PARAGRAPH 18 LIMITS AT&T'S LIABILITY. ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 1 HERETO, WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. PLEASE READ THE TERMS APPLICABLE TO YOU CAREFULLY.**

This Agreement is based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer Internet access service in discrete, non-overlapping speed tiers.

### 1. Changes to this Agreement

From time to time, we may change this Agreement. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at <https://www.att.com/internet-terms>, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

### 2. Internet Service

**a. Service Description.** Internet Service is composed of narrowband or broadband access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to AT&T's network. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to AT&T's network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. These impacts on your service performance are described in more detail in AT&T's Open Internet notice. AT&T therefore makes no promise express or implied that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, AT&T's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

**b. Speed, Service Capability Speed Ranges, and Conditions that May Impact Service Performance.** AT&T offers many broadband service options, each of which has a different service capability speed range. The term speed is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

The current speed ranges AT&T offers may be found at <https://att.net/speedtiers>, which identifies the downstream and upstream rates at which your line transfers internet access data between the network interface device at your home, office or apartment building to the point you connect to AT&T's network. Our wired broadband Internet access customers should expect to see service capability speeds within the speed tier of their service plan. For example, a customer with AT&T Internet Basic 6 should expect service capability download speeds between 3.1Mbps and 6.0 Mbps between the network interface device at your premises and the point you connect to AT&T's network. The high-end of this range represents expected maximum speed capabilities. For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, broadband options, including different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your internet experience and for additional information regarding network practices with respect to data usage caps related to AT&T Broadband Internet access services, please visit [att.com/broadbandinfo](https://att.com/broadbandinfo).

Because service performance varies on an end-to-end basis, AT&T's service capability speeds are limited to, and measured between, your location and a point on AT&T's network, which constitutes only one segment of the end to end transmission path connecting the end user to Internet websites or content providers. End-to-end performance of your Service depends on a variety of factors, including (but not limited to): the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks you and others

## Exhibit 7.a.i

are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging and other services) that share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis.

**c. IP Addresses** AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at AT&T's sole discretion. Static IP addresses are not available with all speeds. The dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses. AT&T Internet services will support both IPV6 and IPV4 Internet addresses; however, to reach IPv6-exclusive Internet content, some of your equipment may require upgrades or replacement. AT&T Dial service supports IPV4 only: It does not support IPV6. For more information about IPV6 and how it affects you, visit [att.com/ipv6](http://att.com/ipv6).

**d. Availability.** The Service is not available in all areas, and may not be available at certain speeds (or at all) at your location, even if our initial testing indicated that your line qualified for a particular speed or Service.

**e. Service Changes.** AT&T reserves the right to modify or discontinue the Service (including rates and charges), temporarily or permanently. If AT&T makes a change that would have a material impact on your Service, AT&T will give you notice. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement at: [www.att.com/temporaryterms](http://www.att.com/temporaryterms). Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and website posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.

**f. Conversion from DSL service to AT&T Internet service.** When AT&T is able to provision AT&T Internet Service at your location, we may, in our discretion, discontinue your DSL service and make available to you AT&T Internet at the then applicable rates, terms and conditions, which may differ from your previous DSL Service rates, terms and conditions (including Bundle Discounts). If you are on a Term Plan and your price will increase as a result of this conversion, you will not have to pay any applicable early termination fee ("ETF") if you elect to cancel DSL Service.

Your new AT&T Internet will require different customer premises equipment ("CPE"). When you are selected for conversion, we will provide at least thirty days notice of the discontinuation or suspension of your service via e-mail, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service, or temporarily suspend your service for up to fifteen days.

**g. Data Usage.** The data plan you purchased, which contains either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance, is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, will count towards your Internet data usage allowance. For additional information regarding your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to [att.com/internet-usage](http://att.com/internet-usage). (This paragraph is not applicable to Business customers.)

**h. Wi-Fi Hot Spots (For Internet).** AT&T Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for e-mail and web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at [att.com/legal/terms.wifiServices.html](http://att.com/legal/terms.wifiServices.html). In order to gain access to the Internet at a Location, You may need your Member account information including your Member ID. If you are also an AT&T Mobility customer, you may auto-authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

**i. Business Customers.** Additional terms and conditions specifically applicable to Business customers are set forth in Schedule 1 hereto.

### 3. Registration and Membership

When you complete the registration process for the Service, you become the "Member Account" holder. You must be 18 years or older to be a Member Account holder. You will be asked to choose a unique "Member ID" for your account. Member Account holders may also create up to ten accounts with separate login credentials that are linked to the Member Account (each a "Sub Account"). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts. Use of Member ID subjects you to the **AT&T Access ID Terms and Conditions** (available at [www.att.com/accessidterms](http://www.att.com/accessidterms)), which are incorporated herein by reference.

All information that you provide to AT&T must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the AT&T Member Center by going to <https://start.att.net/membercenter>.

### 4. Pricing

**a. Term Plans, Bundle Discounts.** When you purchased the Service, you agreed to specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the AT&T services that you were required to purchase to receive the special rate; or (4) AT&T exercises a right under this Agreement to terminate your Member Account's (or any associated Sub Account's) use of the Service.

**b. Dial-up Access Options and Toll Charges.** AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will AT&T be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the telecommunication company's or at AT&T's discretion.

Exhibit 7.a.i

**5. Termination or Cancellation of Service**

**a. Your Decision to Terminate or Continue Service.** You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to the early termination fee associated with that plan as specified in your Customer Service Summary or Order Confirmation Letter. At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly at att.com/internet-terms. The then current Agreement will govern your Service. Your election to continue Service represents your agreement to the then current Agreement. When you cancel your Service, your account ID email address will remain active, as will all email subaccounts you have created. The email accounts may be accessed from the att.net Web site.

**b. Service Suspension/Termination by AT&T.** AT&T may immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice for any of the reasons set forth in AT&T's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to AT&T; (b) you (or a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; (c) you (or a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or (d) if you engage in conduct that is threatening, abusive or harassing to AT&T, employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property; frequent use of profane or vulgar language; or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 below. If we terminate your Service and you have a term commitment, we may charge you an early termination fee in addition to any other rights that we reserve in other provisions of this Agreement.

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination. Should you wish to resume Service after any suspension, a restoral of service fee may apply. This fee is in addition to all past due charges and other fees.

**c. Suspension and Termination for Non-payment.** AT&T may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges. If AT&T suspends your service for non-payment, you must pay all past due amounts in order to have service restored, and you may also, at AT&T's sole discretion, be required to pay a service restoral fee.

**d. Termination of Local Wireline Voice Service.** If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your DSL service or continue to provide it at the then-current rates, terms and conditions. You agree to pay any new or higher monthly fees that may apply to your new DSL service after termination of the wireline voice service. If AT&T elects to terminate your DSL service, we reserve the right to charge any applicable early termination fees.

**e. Termination of Dial Service.** Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan or are suspended by AT&T prior to month end, you will be charged for the entire month of Service. If you upgrade your AT&T Dial service to an AT&T Internet Service your Dial charges will be prorated.

**6. Payment**

You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection and/or installation charges, if any; (4) late fees, Service restoration fees, and other applicable Service charges; and (4) any applicable taxes, recovery fees and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a list of additional fees that could apply to the Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule), which are incorporated by reference.

**a. Credit Check / Advance Payments & Deposits.** Service customers give us permission to obtain their credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your Service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend your Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T.

**b. Billing.** If you choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not you have installed and begun to use the Service. If you choose to have a technician install the Service, billing will begin when the installation is complete, unless you initially select to self-install, and subsequently ask for a technician installation (in which case, billing will begin when Service is provisioned by AT&T).

**c. Method of Payment.** Your monthly charges may be billed via a monthly AT&T bill or to a credit card. Credit card billing is not available for AT&T High Speed Internet Direct. AT&T Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling either of the following two numbers (as applicable to you): Consumer 1-800-ATT-2020; Business: 1-800-321-2000.

**d. Credit Card Billing.** You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for your Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional fee. For a list of additional fees that could apply to the Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule), which are incorporated by reference.

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**e. Online Billing for AT&T Internet Members.** You must register online to establish a personal myAT&T account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T account (username and password required).

You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

**f. Late Payment Charge and Dishonored Check or Other Instrument Fee.** You agree that for each bill not paid in full by the payment due date, a late payment charge will be assessed, and if your Service is suspended for non-payment, we may charge you a Restoral Fee to resume Service. You will be charged a fee for any check or other instrument (including credit card charge backs) returned unpaid for any reason. For a list of additional fees that could apply to the Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule), which are incorporated by reference.

**g. Bill Inquiries and Refunds.** If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 1-800-288-2020; Business 1-800-321-2000). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid by the customer.

**h. Refunds.** Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts.

### 7. Equipment & Software

Other than the equipment and/or software provided to you by AT&T for use with the Service, you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T; and AT&T will not provide support for, or be responsible for ongoing maintenance of such equipment. Any AT&T-provided modem, router or gateway will be either a new or a fully inspected and tested refurbished unit. Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment the data or settings.

AT&T will repair or replace damaged equipment as AT&T deems necessary. You understand that repair or replacement of equipment may delete stored content, reset personal settings or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services

**a. Additional Equipment Information for AT&T Internet Customers.** AT&T will make available to you certain equipment (which may include a modem/gateway located inside your premises, or Optical Network Terminal ("ONT") which is a box that may be located inside your premises, on the outside of your premises, a central location in a multi-tenant building, or in your garage, where AT&T's fiber network terminates or an Intelligent Network Interface Device ("INID") (which provide your services if you do not have a gateway), all of which is herein collectively referred to as "Internet Equipment"), required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one (1) year warranty period (from date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the Internet Equipment, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fee/Purchase options depend on the AT&T Services and/or rate plans you order and the installation options you choose.

The AT&T Equipment requires electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. For Consumer Dial customers only, if there is an ONT located on the outside of your premises and you are the first customer at the premises to order AT&T services, AT&T will install an initial ONT power supply unit and provide an initial backup battery for the ONT power supply box. For all other Consumer customers and all Business customers, if there is an ONT anywhere on your premises, a battery backup will not be provided by AT&T. Any backup battery solution other than that stated herein is your responsibility. You may choose to purchase battery backup for your Equipment from third party manufacturers or retailers. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup).

You also agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup).

Note that AT&T Equipment without battery backup will not function in the event of a loss of customer supplied power. This will disrupt your Internet Service (excluding Dial Internet and DSL Service) as well as any additional services that use the AT&T connection for transport (e.g. Voice over IP including e911). AT&T will have no liability for loss of any Service(s) in the event of interruption of customer supplied power, with or without battery backup present in the AT&T equipment.

Tampering with the AT&T Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network).

You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the Internet Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the AT&T Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen AT&T Equipment not owned by you, however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

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Return of equipment: if your Service is provided by an iNID, you must return the TV receivers. You should not return the iNID home networking hub, (Model# j38HG) or the ONT. All other unowned AT&T equipment must be returned to AT&T undamaged, within twenty one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than fees for damages). No refunds will be made for AT&T Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

### 8. Account Security

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following: (a) immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T by calling:

- 1.866.722.3425 for AT&T Dial subscribers,
- 1.877.722.3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer),
- 1.800.ATT.2020 for AT&T Internet consumer subscribers,
- 1.800.321.2000 for AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct,
- 1.888.321.2375 for FastAccess Business DSL and FastAccess Business DSL Direct subscribers, FastAccess DSL, and BellSouth Dial Internet subscribers (Business and Consumer).

(b) ensure that you exit from your account at the end of each session; and (c) periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

### 9. Third Party Services

The Service may permit access to products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. AT&T does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, AT&T does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. AT&T reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Service. AT&T shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third Party Content and Services.

**You may have previously been given the option to combine your Member ID with a user account or ID that was created in connection with certain Third Party Content and Services (a "Third Party ID") to enable single sign on to the Site. In AT&T's sole discretion, AT&T may elect to separate your Member ID from the Third Party ID. In such case, use of the Third Party ID will no longer enable you to authenticate into the Site or any other AT&T digital properties, and you will need to use your Member ID, Access ID or another ID that was created via AT&T, which was not combined with a Third Party ID, to access the Site or any other AT&T digital properties. Continued access and use of any Third Party Content and Services or Third Party ID will be subject to the terms of use provided by the applicable third party.**

### 10. Restrictions on Use

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at <https://www.att.com/aup> and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify and/or terminate, without notice, the Member Account or the Service provided by AT&T to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/E-mail/Usenet abuse, (vi) uses which are harmful to or interfere with the use of AT&T's network or systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, (viii) uses that constitutes a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose AT&T to sanctions, prosecution, civil action or any other liability. See the AUP for a more detailed discussion of the policy.

**a. No Resale.** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service, or for any high volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of AT&T.

**b. Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). **AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

AT&T respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, AT&T has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. AT&T may limit, suspend or terminate your service at any time with or without notice to you.

If you believe the copyright to your work has been infringed in connection with an AT&T service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)-(d), please provide the information listed at <https://www.att.com/legal/terms.dmca.html> to the designated agent listed at <https://www.att.com/legal/terms.dmca.html>. AT&T has no obligation to investigate possible



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copyright infringements with respect to materials transmitted on its systems. However, AT&T will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see <https://www.att.com/legal/terms.dnma.html>.

AT&T also maintains the AT&T Copyright Alert Program that allows copyright holders to notify AT&T of claimed infringement occurring on AT&T's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Under the program, content owners may submit notifications to AT&T of alleged copyright infringement based on information they have independently collected by joining peer-to-peer networks, in accordance with the industry standard Automated Copyright Notice System. AT&T then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by an AT&T subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, AT&T may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process — AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: <https://copyright.att.net/home>.

AT&T's policies may be revised from time to time and, in addition, AT&T may in its sole discretion voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs with other stakeholders.

**c. Use by Children.** AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

**d. Network Management.** AT&T reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

### 11. Data Management: Content

**a. Data Management.** You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

**b. Content.** You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service.

**c. DNS Language Assist.** If you enter an incomplete or inaccurate web address, instead of providing only an error message, AT&T will automatically search for similar or related terms and present you with suggested sites you may want to reach. AT&T and our partners do not retain this information, nor do we retain information for any other purpose. If you prefer to opt out of this service, you may do so by visiting <https://www.att.com/cmpchoice> from your desktop or from your mobile web browser.

### 12. Privacy Policies

Your use of the Service and registration data and certain other information about you, are subject to the respective privacy policies of AT&T. This policy is available at: [att.com/privacy](http://att.com/privacy).

### 13. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.** Consumer Customers: See Arbitration sections below. Business Customers: See Schedule 1.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-288-2020. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

#### Arbitration Agreement

1. AT&T and you agree to arbitrate **all disputes and claims** between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

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- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies, can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. **You may download or copy a form Notice and a form to initiate arbitration from here: [att.com/arbitration-forms](http://att.com/arbitration-forms).**
3. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.
4. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
  - pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

5. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
7. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

**14. Software - End User License Agreement**

If you have connected to the Service by downloading or installing the AT&T Internet software ("Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, or its applicable third party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

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AT&T, or applicable third party licensors may provide Software upgrades, updates or supplements (such as, but not limited to, adding or removing features or updating security components). You understand that whether the equipment is owned by you or AT&T, AT&T, or the applicable third party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

**Export Limits.** None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States.

### 15. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

### 16. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 7 above), AT&T does not provide support for devices that access the Service under this Agreement.

### 17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
2. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, (v) ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED AND (vi) THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

### 18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

**Exclusions and Limitations.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

### 19. Indemnity

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of the AUP or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account – whether or not such usage is expressly authorized by you.

### 20. General

Exhibit 7.a.i

**a. Contact Information.** Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (1-866-722-3425), for AT&T High Speed Internet subscribers (Business and Consumer) (1-877-722-3755), for AT&T Internet subscribers (Consumer Only) (1-800-ATT-2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (1-888-321-2375), and AT&T Internet for Business (800.321.2000).

**b. Trademark Information/Proprietary Rights.**

AT&T and the AT&T logos and all other AT&T brands, logos and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

**c. Additional Terms.** This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T or affiliate services, third-party content or third-party software. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

**d. Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: <https://www.att.com/aup> or e-mail us at [abuse@att.net](mailto:abuse@att.net).

**e. Consent to Contact.** You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to AT&T and to any and all telephone numbers billed on your account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

[1] AT&T Internet, AT&T High Speed Internet, AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Direct, AT&T High Speed Internet Business Edition Direct, and AT&T Dial services are provided by your local AT&T telephone company which is one of the following, depending on the state where service is provided: Southwestern Bell Telephone Company (in AR, KS, MO, OK, and TX), Pacific Bell Telephone Company (in CA), Illinois Bell Telephone Company (in IL), Indiana Bell Telephone Company, Incorporated (in IN), Michigan Bell Telephone Company (in MI), Nevada Bell Telephone company (in NV), The Ohio Bell Telephone Company (in OH), Wisconsin Bell, Inc. (in WI), or BellSouth Telecommunications, LLC (in AL, GA, FL, KY, LA, MS, NC, SC, and TN). FastAccess DSL, FastAccess Business DSL, FastAccess Business DSL Direct, and BellSouth® Dial Internet Service are provided by BellSouth Telecommunications. AT&T Dial provided in other states is provided by AT&T Corp. (All companies listed in this Note 1 are referred to herein as "AT&T" or "we," "us," or "our").

**Schedule 1**

**Business Customers**

**Additional Terms and Conditions Applicable only to Business Customers**

**1. Inside Wire.** When ordering AT&T Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between AT&T's network termination interface at your building and the gateway equipment located at the customer premises. You may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If inside wire service is ordered from AT&T, it is Customer's full responsibility to obtain landlord permission or approvals for such inside wiring. For AT&T Internet for Business (fiber-based only), any determination of whether the inside wire work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.

**2. Inside Wire-Disclaimer of Warranties.** If inside wire is provided by AT&T, Customer will upon completion of installation have full ownership and responsibility for such inside wire. **AT&T MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PARTY FOR ANY WORK OR MATERIALS CONSTITUTING OR ASSOCIATED WITH ANY INSIDE WIRE. AT&T EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND AT&T HAS NO RESPONSIBILITY TO MAINTAIN, UPDATE, REPAIR, REPLACE, DE-INSTALL, OR REMOVE ANY INSTALLED INSIDE WIRE.**

**3. Service Guides.** If you are an AT&T FastAccess Business DSL customer, or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:

- [http://serviceguidenew.att.com/sg\\_flashPlayerPage/FADSL](http://serviceguidenew.att.com/sg_flashPlayerPage/FADSL) (Fast Access® Business DSL)
- [http://serviceguidenew.att.com/sg\\_flashPlayerPage/HSI](http://serviceguidenew.att.com/sg_flashPlayerPage/HSI) (AT&T High Speed Internet Business Edition)

**4. Reimbursement for Time, Materials and Expenses.** If Customer cancels an order for or terminates any Service or Service Component (other than as permitted for default by AT&T), or AT&T cancels an order for or terminates any Service or Service Component for cause, prior to its Service Commencement Date, Customer will reimburse AT&T for time, materials and expenses incurred prior to the effective date of such cancellation or termination, plus any third party charges resulting from the cancellation or termination.

Exhibit 7.a.i

**5. Arbitration Agreement:**

AT&T and you ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and you (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **We agree that WE are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, AT&T or You ALone. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

If you complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay you the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that you incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or you may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service commitment, you may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If you are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrpr.gobierno.pr.

**Schedule 2 – Consumer Fee Schedule**

In addition to any amounts due for your Services and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location. If you have any questions, please call 800.288.2020.

**Monthly Fees**

Fee	Dial-up Service	DSL Service	IP Broadband Service	When You Pay
Equipment Fee	N/A	N/A	\$2, \$4, \$7 or \$10 Varies by plan purchased and date of purchase	Monthly depending upon the plan purchased.
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	N/A	Varies by state	\$5	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

**Transactional Fees**

	Dial-up Service	DSL Service	IP Broadband Service	When You Pay
Activation Fee	N/A	\$49 (waived if technician install)	\$49 (waived if technician install)	Fee when you activate service.
Bill Reprint Fee	Up to \$5 per bill	Up to \$5 per bill	\$5 per bill	If you request a paper bill reprint.
Early Termination Fee	N/A	\$180 (pro-rated by number of months completed)	\$180 (pro-rated by number of months completed)	If you terminate your service prior to completing your agreed upon term.
Shipping Handling Fee	N/A	\$12.95	N/A	If we ship equipment to you.
Expedited Shipping Fee	N/A	\$22.95	N/A	If you request expedited delivery of equipment.
Installation Fee	N/A	\$99 customer install fee if customer needs assistance \$149 technician install	\$99 customer install fee if customer needs assistance \$99 technician install	If you have new service installed.

Exhibit 7.a.i

Late Payment Fee	Up to \$6.50	Up to \$6.50	\$9	If you dont pay your bill by the due date.
Non-Return Equipment Fee	N/A	N/A	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	Up to \$30	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$30	\$30	\$49	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	N/A	\$99 (\$149 for Dispatch on Demand)	\$99 (\$149 for Dispatch on Demand)	If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$149 applies.

**Schedule3 – Business Fee Schedule**

In addition to any amounts due for your Services and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location. If you have any questions, please call 800.321.2000.

**Monthly Fees**

Fee	AT&T Internet Business Edition	AT&T Business Fiber		When You Pay
Equipment Fee	\$0	\$0		Customers activating after 1/1/17 are not charged a unique equipment fee.
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	NA	NA	Not available for business accounts	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

**Transactional Fees**

	AT&T Internet Business Edition	AT&T Business Fiber		When You Pay
Activation Fee	\$0	\$0		Fee when you activate service.
Bill Reprint Fee	\$5	\$5		If you request a reprint, fee applies for each bill.
Early Termination Fee	NA	NA		Current offers do not have a minimum term agreement
Shipping Handling Fee	NA	NA	Tech Install Only	If we ship equipment to you.
Expedited Shipping Fee	NA	NA	Tech Install Only	If you request expedited delivery of equipment.
Installation Fee	\$99	\$99		When you have new service installed.
Late Payment Fee	\$9	\$9		If you dont pay your bill by the due date this flat fee will be added to the account.
Non-Return Equipment Fee	\$150	\$150		If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	\$20 – \$30	\$20 – \$30	Varies by State	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5	\$5		If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$49	\$49		When you restore your service after the account has been placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$149	\$149		If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$149 applies.

**Monthly Fees**

Fee	AT&T HSI Business Edition	AT&T HSI Business Edition Direct		When You Pay
Equipment Fee	NA	NA		No reoccurring charge
Modem	\$62.05	\$62.05		One time purchase
Router	\$87.05	\$87.05		One time purchase
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	NA	NA	Not available for business accounts	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

**Transactional Fees**

Fee	AT&T HSI Business Edition	AT&T HSI Business Edition Direct		When You Pay
Activation Fee	\$0	\$0		Fee when you activate service.
Bill Reprint Fee	\$5	\$5		If you request a reprint, fee applies for each bill.



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Early Termination Fee	Varies	Varies	The ETF is calculated at \$20 x the number of months remaining in the term.	If you do not complete your agreed upon term.
Shipping Handling Fee	\$12.95 HSI	\$12.95 HSI	Self Install Option only	If we ship equipment to you.
Expedited Shipping Fee	\$22.95	\$22.95		If you request expedited (overnight weekday) delivery of equipment
Installation Fee	\$0 CSI \$200 FTI	\$0 CSI \$200 FTI	Customer Self Install or Full Tech Install	When you have new service installed.
Late Payment Fee	Varies	Varies		If payment is late, customer will be charged the amount allowed by the state where the service is located.
Non-Return Equipment Fee	NA	NA		If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	\$20 – \$30	\$20 – \$30	Varies by state	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$4	\$5		If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	Varies	Varies	Up to \$49 per account	When you restore your service after the account has been placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$150	\$150		If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$150 applies.

Monthly Fees

Fee	AT&T FastAccess® Business DSL	AT&T FastAccess® Business DSL Direct Service		When You Pay
Equipment Fee	NA	NA		No reoccurring charge
Modem	\$75	\$75		One time purchase
Router	\$100	\$100		One time purchase
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	NA	NA	Not available for business accounts	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

Transactional Fees

Fee	AT&T FastAccess® Business DSL	AT&T FastAccess® Business DSL Direct Service		When You Pay
Activation Fee	\$75	\$75		Fee when you activate service.
Bill Reprint Fee	\$5	\$5		If you request a reprint, fee applies for each bill.
Early Termination Fee	Varies	Varies	The ETF is calculated at \$20 x the number of months remaining in the term.	If you do not complete your agreed upon term.
Shipping Handling Fee	\$14.95	\$14.95	Self Install Option only	If we ship equipment to you.
Expedited Shipping Fee	\$19.95	\$19.95		If you request expedited (overnight weekday) delivery of equipment
Installation Fee	\$0 CSI \$200 FTI	\$0 CSI \$200 FTI	Customer Self Install or Full Tech Install	When you have new service installed.
Late Payment Fee	Varies	Varies		If payment is late, customer will be charged the amount allowed by the state where the service is located.
Non-Return Equipment Fee	NA	NA		If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	\$20 – \$30	\$20 – \$30	Varies by state	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$4	\$5		If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	Varies	Varies	Up to \$49 per account	When you restore your service after the account has been placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$199.95	\$199.95		If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$199.95 applies.

Exhibit 7.a.i

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Exhibit 7.a.ii

## AT&T Fixed Wireless Internet Terms

Print

Last updated: May 1, 2017

Thank you for choosing AT&T. In this Agreement (the "Agreement"), you will find the terms of service ("TOS") that cover your Fixed Wireless Internet Service. "Service" refers to Fixed Wireless Internet Service. "AT&T" or "we," "us," or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the account holder (person or entity) that is the customer of record.

Your contract with us includes this Agreement (including Schedule 1 hereto, which is incorporated into this Agreement by reference), as well as the following materials:

- Your Customer Service Summary (excluding the "My Next Bill Estimate" page);
- AT&T Privacy Policy found at [att.com/privacy](http://att.com/privacy);
- AT&T Acceptable Use Policy found at [att.com/aup](http://att.com/aup);
- AT&T Access ID Terms and Conditions; and
- Any other documents incorporated by reference herein.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

You must accept this Agreement as a condition of receiving the Service. By accepting this Agreement, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. You are responsible for ensuring that all use of the Service complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent with this Agreement. By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement, including, but not limited to, the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service, all of which are incorporated herein by reference.

You will have an account with AT&T ("AT&T Account") for the Service. Your AT&T Account will include information applicable to the Service including but not limited to billing information and charges related to the Service (whether recurring or one-time). If you have, or later obtain, an AT&T Access ID, you are subject to the AT&T Access ID Terms and Conditions (available at <https://www.att.com/accessidterms>), which are incorporated herein by reference.

### 1. AT&T Fixed Wireless Internet

**a. Fixed Wireless Internet Service Description.** This Service is a wireless high-speed broadband product that provides access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to the AT&T network.

Because the Internet consists of multiple interconnected networks and most Internet end points (for example, Web sites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect your Service. These impacts on your service performance are described in more detail in the AT&T Open Internet Notice at [att.com/broadbandinfo](http://att.com/broadbandinfo). AT&T therefore makes no promise, express or implied, that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Customers obtaining broadband services under the Connect America Fund (CAF) program may be randomly subjected to performance testing to comply with FCC CAFII certification requirements. Performance testing will be conducted for a duration of four weeks and should have minimal impact on customer's Internet access experience. This testing will be conducted by AT&T and should not require any customer intervention.

**b. Speed, Service Capability Speed Ranges, and Conditions that May Impact Service Performance.** AT&T offers many broadband service options, each of which has a different service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular broadband Internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits, or gigabits that can be transmitted in one second (Kbps, Mbps, or Gbps). Some applications, like downloads of short emails without attachments or basic Web browsing, do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your Service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

The current speed ranges AT&T offers may be found at [att.com/speedtiers](http://att.com/speedtiers), which identifies the downstream and upstream rates at which your line transfers Internet access data between the network interface device at your home, office, or apartment building to the point you connect to the AT&T network. Fixed Wireless Internet access customers should expect to see service capability speeds of 10Mbps or over downstream and 1Mbps upstream. For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, broadband options such as different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your Internet experience, and network practices with respect to data usage allowances related to AT&T Broadband Internet access services, please visit [att.com/broadbandinfo](http://att.com/broadbandinfo).

Because service performance varies on an end-to-end basis, the service capability speeds of AT&T are limited to, and measured between, your location and a point on the AT&T network, which constitutes only one segment of the end-to-end transmission path connecting the end user to Internet Web sites or content providers. End-to-end performance of your Service depends on a variety of factors, including (but not limited to): the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; interference with the radio access network frequency; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and, the networks you and others are using when communicating. In addition, your use of other AT&T services that share the capacity of your broadband connection with the Fixed Wireless Internet Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your Service on an end-to-end basis.

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**c. IP Addresses.** AT&T's Fixed Wireless Internet Service is provided with a dynamic IP address or a privately managed IP address utilizing CGN (Carrier Gateway NAT and proxy) technology, at the sole discretion of AT&T. Fixed Wireless Internet Service will support both IPv6 and IPv4 Internet addresses; however, to reach IPv6-exclusive Internet content, some of your equipment may require upgrades or replacement. **Static IP addresses are not used or available as part of the Fixed Wireless Internet Service. Services such as Web hosting, or hosted services such as camera, gaming server, etc. that require static IP address are not supported by Fixed Wireless Internet. See Section 7, below, for more information on service limitations.**

**d. Internet Data Usage.** The Internet data plan you purchased, which contains a monthly data usage allowance with overage charges for usage in excess of your allowance, is set forth in the Customer Service Summary. Use of certain services, including, but not limited to, DIRECTV, AT&T Digital Life, digital Internet-connected home security, home automation and medical alarm systems, connected to your Fixed Wireless Internet Service, will count towards your Internet data usage allowance. For additional information regarding your Fixed Wireless Internet Service, including how much data you use, and management of your data usage, please visit [att.com/internet-usage](http://att.com/internet-usage).

**e. Wi-Fi Hot Spots.** AT&T Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T high-speed Internet access points ("Locations"). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for email and Web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at [att.com/legal/terms.wifiServices.html](http://att.com/legal/terms.wifiServices.html), and is incorporated by reference herein. Use of AT&T's Wi-Fi service represents your agreement to those Terms. In order to gain access to the Internet at a Location, you may need your Access ID information. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

**f. Installation/Service.** You will be responsible for payment of Service charges for visits by AT&T or its subcontractors to your premises when a Service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and the Equipment (as defined in Section 6(a) below); and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service and the Equipment. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., an apartment building, condominium, or private subdivision), you warrant that you have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and the Equipment and to make any alterations that AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring and give AT&T permission to use, alter, and remove equipment from such wiring. Without limiting any other provisions of this Agreement, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, or repair of the Service or the Equipment, or provision of the Service.

**g. Service Requirements.** To qualify for the Service, you must reside in an area where we provide Fixed Wireless Internet service. Fixed Wireless Internet requires an outdoor antenna that is professionally mounted on or near the exterior of your service location. Unless otherwise noted in the terms governing your plan, an eligible Fixed Wireless Internet plan is required.

**h. Changing Service Location.** You may not use the Service at any address other than your Service address or move any of the Equipment to another address while you remain an AT&T Fixed Wireless customer. If you are moving to a new residence at which such Service is available, and you wish to continue using the Service, you may request that AT&T install the Service and the Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If such Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable Early Termination Fee as described below. If you change your service location but fail to call us at 800.288.2020 to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply.

### 2. Pricing

**a. Term Plans, Bundle Discounts.** When you ordered the Service, you agreed to a specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan and/or the Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount or a Multi-Product Discount, the price under the applicable plan is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; or (3) you drop one of the AT&T services that you were required to purchase in order to receive the special rate.

### 3. Termination or Cancellation of Service

**a. Your Decision to Terminate or Continue Service.** You may cancel your Service; but if you do so before the end of any applicable term, you will be subject to the Early Termination Fee associated with your Service plan, as specified in your Customer Service Summary. At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then-current Agreement regularly at [www.att.com/fixedwirelessterms](http://www.att.com/fixedwirelessterms). The then-current Agreement will govern your Service. Your election to continue the Service represents your agreement to the then-current Agreement.

#### **b. Service Suspension/Termination by AT&T.**

We may immediately interrupt, suspend, limit, or cancel your Service or terminate your Agreement without advance notice in response to a valid court order or for any good cause, including, but not limited to, the following actions by you or any user of your Service:

- Breaching this Agreement;
- Reselling your Service either alone or as part of any other good or service;
- Using your Service for any illegal or fraudulent purpose;
- Threatening, harassing, or using vulgar and/or inappropriate language toward our representatives, whether committed in person, over the phone, or in writing;
- Stealing from or lying to us;
- Failing to make any required payments, including advanced payments or deposits, when due;
- Exceeding any credit limit we have set for you (or significant deterioration of your credit and/or our reasonable belief that there is a significant risk of non-payment);
- Relocating to an area where we do not provide Service;

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- Providing false, inaccurate, or misleading credit information;
- Engaging or attempting to engage in Prohibited Network Uses as defined in Section 8, below; or
- Engaging or attempting to engage in any other conduct that we reasonably believe violates this Agreement or AT&T's Acceptable Use Policy.

If we cancel your Service for misconduct or violations of this Agreement and you have a Term Plan, we may charge you an Early Termination Fee in addition to any other rights that we reserve in other provisions of this Agreement to interrupt, suspend, modify, or cancel your Service and terminate your Agreement. If we terminate, cancel, or suspend your Service, your license to use any software provided in connection with the Service is also terminated, canceled, or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination. Should you wish to resume Service after any suspension, a Service-restoration fee may apply. This fee is in addition to all past due charges and other fees.

### 4. Changes to this Agreement and/or the Service

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We also reserve the right to modify or discontinue the Service, temporarily or permanently. We will provide you with notice of material changes via either your Member Account email address or any other email address you provide, posting online at [www.att.com/fixedwirelessterms](http://www.att.com/fixedwirelessterms), recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number (if applicable) or can-be-reached telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. Your continued subscription to the Service after the effective date of any change constitutes your acceptance of the changes and the associated terms and conditions.

IF WE INCREASE THE PRICE OF YOUR SERVICE COVERED BY THIS AGREEMENT, BEYOND THE LIMITS SET FORTH IN YOUR CUSTOMER SERVICE SUMMARY, IF ANY, WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL OR OTHERWISE), AND YOU WILL BE PERMITTED TO TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE, PROVIDED THAT YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE.

### 5. Payment

You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) activation fees, connection charges, and/or installation charges, if any; (3) late payment fees, Service-restoration fees, and other applicable Service charges; and, (4) any applicable taxes, recovery fees, and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a detailed list of all the charges you may incur with this Service, please see Schedule 2 (Consumer Fee Schedule) or Schedule 3 (Business Fee Schedule, which are incorporated into this Agreement by reference.

**a. Credit Check / Advance Payments & Deposits.** You give us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or, (4) late payments for current or prior bills, we may refuse to provide the Service or we may require an advance payment, a non-refundable payment, and/or a deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your Service or features as we deem appropriate. If your account balance goes beyond the credit limit we set for you, we may immediately interrupt or suspend your Service until your balance is brought below the credit limit. Any charges you incur in excess of your credit limit become immediately due. Upon determination, solely by AT&T, of satisfactory payment history or as required by law, AT&T may begin refunding deposits through bill credits, cash payments, or as otherwise determined solely by AT&T.

**b. Billing.** Billing will begin when Service is installed and made available to you by AT&T, whether or not you use the Service.

**c. Method of Payment.** Your monthly charges will be billed via a monthly AT&T bill. Residential customers will automatically receive an online bill (see below) at the email address you provide us, unless you specifically notify us that you want to receive a paper bill by calling the following number: 855.483.3063.

**d. Credit Card Billing.** You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for your Service or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T, to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon the request of AT&T and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at the option of AT&T, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer.

**e. Online Billing.** You must register online to establish a personal myAT&T Account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T Account (username and password required). Not applicable for business customers.

You understand that you have sole responsibility for the security of your password related to your account and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost, misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

**f. Late Payment & Failure to Pay.** If AT&T does not receive your monthly payment before the next billing date, you shall pay to AT&T a late payment charge and/or an interest charge allowed by applicable law, on all charges due and unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any AT&T rights to collect the full amount due. Notice of any disputes must be in writing and received by us within 60 days after you received your bill, or you will waive any objection. **AT&T may suspend or terminate your Service if your monthly payment is past due. If AT&T suspends your Service for non-payment, you must pay all past due amounts in order to have your Service restored, and you may also, at the sole discretion of AT&T, be required to pay a Service-restoral fee.**

**g. Returned Checks and other Instruments.** If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you a fee (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

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**h. Bill Inquiries and Refunds.** If you believe you have been billed in error for your Service or any Equipment, please notify us within 60 days of the billing date by contacting Customer Service at 800.288.2020. AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation. Any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes, fees, and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid by you.

**i. Refunds.** Any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts.

**j. Consent to Contact.** You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to AT&T and to any and all telephone numbers billed on your account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

### 6. Equipment

**a. Service-Related Equipment.** Equipment (as defined below) provided by AT&T may be new or fully inspected and tested. Any equipment that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T; and AT&T will not provide support, or be responsible for ongoing maintenance of such equipment. Depending on your Service address, your Service will include some or all of the following Equipment:

- i. Outdoor Antenna.** The Outdoor Antenna provides an interface to AT&T's network. The Outdoor Antenna and the APS (described below) require electrical power from your service location to operate, which you are responsible for providing. AT&T will install your Outdoor Antenna. Once the Outdoor Antenna has been installed by AT&T, you may not move the Outdoor Antenna to a different location or reposition at your address or any other address while you continue to receive the Service.
- ii. Antenna Power Supply ("APS").** The APS provides power supply and data connectivity for the Outdoor Antenna; your unit has integrated lightning surge protection and two LED Indicators: Power and Outdoor Antenna connectivity. AT&T will install your APS. Once the APS has been installed by AT&T, you may not move the APS to a different location or reposition at your address or any other address while you continue to receive the Service.
- iii. Wi-Fi Gateway ("WG").** The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WG's have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.
- iv. Equipment.** The Wi-Fi Gateway, Outdoor Antenna, and Antenna Power Supply are hereby collectively referred to as "Equipment". Equipment requires electrical power from your premises to operate, which you are responsible for providing.

You agree that, while you continue to receive the Service, neither you nor a third party will move the Equipment within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Fixed Wireless Internet Service is not designed to be nomadic and may not function properly if the Equipment is moved or altered by a non-AT&T employee. If you require the Equipment to be moved while you continue to receive the Service, you must contact AT&T. Failure to do so may result in a failure of the Service and/or in AT&T's termination of your Service.

**b. Battery Backup for WG and APS.** It is your responsibility to provide for your own battery backup. You may choose to purchase battery backup for your Wi-Fi Gateway and your Antenna Power Supply from third party manufacturers or retailers. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup); also see Schedule 1, Section IV, for more information on Power Outages and No Battery Backup.

AT&T will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment, including the battery backup equipment used by AT&T customers. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup) or contact Customer Service at 800.288.2020.

**c. Management of Equipment.** AT&T reserves the right to manage the Equipment once it has been installed by AT&T, for as long as you continue to receive the Service, and retains exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings while you continue to receive the Service. AT&T will repair or replace damaged Equipment as AT&T deems necessary and may charge you a fee for repair or replacement of the Equipment. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

You agree to notify AT&T immediately, in writing or by calling the AT&T Customer CARE at 800.288.2020 if the Equipment is stolen or if you become aware at any time that Service are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the Equipment or Service (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen Equipment not owned by you; however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Service and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Service, you will remain responsible for paying your monthly fees for Service not stolen or fraudulently used.

**d. Ownership and Return of Wi-Fi Gateway.** AT&T is the owner of the Wi-Fi Gateway. Upon termination of your Service for any reason, AT&T shall remain the owner of the Wi-Fi Gateway, and you must return the Wi-Fi Gateway, undamaged, within 21 calendar days to AT&T. If the Wi-Fi Gateway is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the Wi-Fi Gateway. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Wi-Fi Gateway within this time period. If the Wi-Fi Gateway is returned within 90 days of termination, any fees charged for the Wi-Fi Gateway will be refunded (other than fees for damage). No refunds will be made for a Wi-Fi Gateway returned more than 90 days after termination. This provision applies to replacement or upgrade of your existing Wi-Fi Gateway for any reason, in addition to termination of your Service.



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**e. Ownership of Outdoor Antenna and APS.** You are the owner of, and do not need to return to AT&T, the Outdoor Antenna and APS. Upon termination of your Service for any reason, you will be responsible for any and all future service, care, maintenance and removal of the Outdoor Antenna and APS. Service, care, maintenance and removal of the Outdoor Antenna and APS should be performed only by an experienced professional; you should not attempt to perform such activities yourself. AT&T shall have no ongoing duty, obligation, or responsibility to perform any service, care, or maintenance on the Outdoor Antenna and/or APS or to uninstall or remove the Outdoor Antenna and/or APS after termination of the Service. AT&T shall have no liability to you or any other person or entity related to or arising out of the Outdoor Antenna and/or APS. You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, licensors, employees, sub-contractors, and partners harmless from any claim or demand, made after termination of Service, arising out of or related to the Outdoor Antenna and/or APS, including, but not limited to, claims for personal injury, property damage, wear and tear, or equipment degradation.

**7. Service Availability and Limitations**

Service will not be available in all areas at all times. Subject to the additional provisions and limitations included in the Schedule 1, please be aware that many things can affect the availability and quality of your Service, including, but not limited to, network capacity, terrain, buildings, foliage, and weather. The Service is delivered via cell sites in AT&T's wireless network. Each cell site can support only a limited number of subscribers. The Service is not compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX Phone systems, or dial-up Internet. Service may not be compatible with DVR/Satellite systems; check with your provider. Public IP addresses are not used or available through the Service. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address are not supported.

Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

The Service is also subject to the following service limitations:

- Proximity of antennas;
- Cell tower outage or site outage;
- Maintenance work at a cell tower;
- Use of capacity due to high number of users simultaneously using data intensive applications;
- Damage to the Outdoor Antenna or cables;
- Rotation of Outdoor Antenna from the optimum bearing;
- Device location outside the range of Wi-Fi Gateway;
- Blockage of the signal between premise antenna and the cell tower (caused by artificial objects – building, barn, etc.);
- Improper installation or tampering with Outdoor Antenna; and
- Power outage.

**8. Prohibited Network Uses**

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, certain activities and uses are prohibited (Prohibited Network Uses). We may take any and all reasonable actions necessary to restrict Prohibited Network Uses. AT&T Services may not be used in a manner that:

- Hinders other customers' access to the wireless network;
- Involves the installation or similar mechanism to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- Negatively affects our network or compromises network security or capacity;
- Excessively and disproportionately contributes to network congestion;
- Adversely impacts network service levels or legitimate data flows;
- Degrades network performance; or
- Causes harm to the network or other customers.

**9. Restrictions on Use**

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at [att.com/legal/terms.aup.html](http://att.com/legal/terms.aup.html) and is hereby incorporated into this Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify, and/or terminate, without notice, the Services provided by AT&T to any customer whose use of the Service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/Email/Usenet abuse, (vi) uses which are harmful to or interfere with the use of the AT&T network or its systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, and, (viii) uses that constitute a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service may expose AT&T to sanctions, prosecution, civil action or any other liability. See the AUP for a more detailed discussion of the policy.

**a. No Resale.** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, but not limited to, VoIP via wired, wireless, or other means). For example, you agree that the Service is not to be used to trunk or facilitate public Internet access (i.e., for hotspots) or any other public use, or for any high-volume purpose.

**b. Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). **AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

## Exhibit 7.a.ii

AT&T respects the intellectual property rights of others. AT&T has adopted and maintains a policy that provides for the termination in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. In addition, AT&T may voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs.

AT&T will process valid notifications of claimed infringement under the Digital Millennium Copyright Act ("DMCA", found at 17 U.S.C. § 512). For further information regarding such notifications, see <https://www.att.com/legal/terms.dmca.html> AT&T's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

Manager of Security & Copyright Infringement  
1800 Perimeter Park Drive, Suite 100  
Morrisville, NC 27560  
E-mail: [copyright@att.com](mailto:copyright@att.com)

**c. Use by Children.** We do not knowingly collect personally identifying information from anyone under the age of 13 unless we first obtain permission from the child's parent or legal guardian. Internet services purchased for family use may be used by children without our knowledge. We associate information collected through your Service with you, as the adult customer who subscribes to the Service, and we handle that information in accordance with AT&T's Privacy Policy available at <https://att.com/privacy>. To the extent there are children who use your Internet Service, we encourage you to spend time online with those children, and to participate in and monitor their online activity.

**d. Network Management.** AT&T reserves the right to engage in reasonable network management practices, and to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology; and/or, (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way that creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by Web posting, bill insert, email, letter, and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

### 10. Data Management & Content

**a. Data Management.** You are responsible for management of your information, including, but not limited to, back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

**b. Content.** You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit, or otherwise make available via the Service ("Content"). AT&T does not generally prescreen or control Content that is posted by users of the Service and, therefore, does not guarantee the accuracy, integrity, or quality of such Content. We do not endorse any Content or any opinion, recommendation, or advice expressed therein. Mobile data charges may apply for any content forwarded from the Service that is subsequently accessed on a mobile device.

AT&T may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of AT&T, other end users, and the public.

### 11. Privacy Policies

Your use of the Service and registration data and certain other information about you are subject to the AT&T privacy policy, available at <https://att.com/privacy>.

### 12. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 800.288.2020. **In the unlikely event that the AT&T customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

#### Arbitration Agreement

- a. AT&T and you agree to arbitrate **all disputes and claims** between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory
  - Claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising)
  - Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class
  - Claims that may arise after the termination of this Agreement

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service or Site under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

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- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

**You may download or copy a form Notice and a form to initiate arbitration from here:** [att.com/arbitration-forms](http://att.com/arbitration-forms).

- c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of the last written settlement offer made by AT&T before an arbitrator was selected, then AT&T will:
- Pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - Pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

- e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Service, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

**13. Operational Limits/Force Majeure**

Provision of the Service is subject to the availability and the operational limitations of the requisite Equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

**14. Customer Service Support**

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth herein), AT&T does not provide support for devices that access the Service under this Agreement.

**15. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. EXCEPT AS PROVIDED HEREIN, AT&T MAKES NO WARRANTY REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.
2. AT&T, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE, BUT

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WITHOUT LIMITATION, AT&T DOES NOT WARRANT THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATION, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE, AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**16. LIMITATION OF LIABILITY**

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE, AND/OR THE RECEIVING EQUIPMENT; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, AND/OR THE RECEIVING EQUIPMENT; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE; (f) ANY OTHER MATTER RELATING TO THE SERVICE; AND/OR (g) BATTERY BACKUP.

**Exclusions and Limitations.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 (REGARDING DAMAGE TO AND THE SAFETY OF THE EQUIPMENT) AND 15 (DISCLAIMER OF WARRANTIES) AND THIS SECTION 16 MAY NOT APPLY TO YOU.

**17. Indemnity**

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, directors, officers, agents, co-branders, licensors, or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service or inability to use the Service, your connection to the Service, the provision or alleged failure to provide the Service, your violation of this Agreement, your violation of the AUP, or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy, and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless, and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account – whether or not such usage is expressly authorized by you.

This Indemnity provision is in addition to the indemnification provided for by Section 6 (Equipment).

**18. General**

**a. Trademark Information/Proprietary Rights.**

AT&T and the AT&T logos and all other AT&T brands, logos, and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

**b. Additional Terms.** This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T, or affiliate services, third-party content, or third-party software. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T's rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Service without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

**c. Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, will survive the termination, cancellation, or expiration of the Agreement, including, but not limited to, those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, and General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: [att.com/legal/terms.aup.html](http://att.com/legal/terms.aup.html) or email us at [abuse@att.net](mailto:abuse@att.net).

**SCHEDULE 1 – Consumer Fee Schedule**

In addition to any amounts due for your Service and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

Monthly Fees		
Fee	Consumer Fixed Wireless Internet	When You Pay
Equipment Fee	N/A	Equipment fees are built in to your monthly service fee
State Cost Recovery Fee	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	\$5	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months).

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Transactional Fees		
Fee	Consumer Fixed Wireless Internet	When You Pay
Bill Reprint Fee	Up to \$5 per bill	If you request a paper bill reprint.
Early Termination Fee	\$120 (pro-rated by number of months completed)	If you terminate your service prior to completing your agreed upon term.
Shipping & Handling Fee	N/A	If we ship equipment to you.
Installation Fee	\$99 customer install fee	If you have new Internet service installed.
Late Payment Fee	\$5	If you don't pay your bill by the due date.
Non-Return Equipment Fee	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$35	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$99	If we have to dispatch a truck to repair your service because troubleshooting does not rectify the problem.

SCHEDULE 2 – Business Wired Fees

In addition to any amounts due for your Service and Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

Monthly Fees		
Fee	Business Fixed Wireless Internet	When You Pay
Equipment Fee	N/A	Equipment fees are built in to your monthly service fee
State Cost Recovery Fee	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	N/A	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months).

Transactional Fees		
Fee	Business Fixed Wireless Internet	When You Pay
Bill Reprint Fee	Up to \$5 per bill	If you request a paper bill reprint.
Early Termination Fee	N/A	If you terminate your service prior to completing your agreed upon term.
Shipping & Handling Fee	N/A	If we ship equipment to you.
Installation Fee	\$99 customer install fee	If you have new Internet service installed.
Late Payment Fee	\$5	If you don't pay your bill by the due date.
Non-Return Equipment Fee	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$35	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	\$99	If we have to dispatch a truck to repair your service because troubleshooting does not rectify the problem.

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## Exhibit 7.a.iii

# AT&T Internet Terms of Service

[Print](#)

**Last Updated: November 14, 2017**

Thank you for choosing AT&T as your Internet Service(s) provider. These Terms of Service, including any schedules hereto and any terms incorporated herein by reference ("the Agreement") along with the applicable policies and additional terms which AT&T makes you aware of, including those listed below, set forth your obligations, the obligations of AT&T, and the rules you must follow when using AT&T provisioned fixed location internet access service(s), including both narrowband and broadband internet access services (as described in more detail below and on Schedule 1 hereto, as individually or collectively referred to herein as "Service(s)" or "Internet Service(s)"). "You" or "your" refers to the holder of the Member Account, the holder of any Sub Account and/or any Authorized User(s) (as those terms are defined in Section 3 below). **THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.**

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

**ARBITRATION TERMS FOR RESIDENTIAL CUSTOMERS ARE SET OUT IN SECTION 13 AND ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 6 HERETO, WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. PLEASE READ THE TERMS APPLICABLE TO YOU CAREFULLY.**

For more information about different Internet Services and specific provisions applicable to particular Internet Services covered by this Agreement, please see the following Schedules.

- Schedule 1 – Lists of Internet Services by Brand Name and AT&T Entities
- Schedule 2 – IP Broadband Internet Services (including "AT&T Internet" and "AT&T Fiber")
- Schedule 3 – Fixed Wireless Internet Service
- Schedule 4 – DSL Internet Service
- Schedule 5 – Dial Up Internet Service
- Schedule 6 – Business Internet Services
- Schedule 7 – Access from AT&T Program

NOTE: Mobile broadband internet access services from AT&T are generally subject to the terms of AT&T's Wireless Customer Agreement, available at <https://www.att.com/legal/terms.wirelessCustomerAgreement.html>.

This Agreement is based on four general principles. First, AT&T supports our customers' right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer Internet access service in discrete, non-overlapping speed tiers.

For more information about how AT&T helps transmit your information to points on the Internet, how AT&T manages the network, broadband options such as different service capability and expected and actual speed ranges, device attachment rules, activities which may impair or degrade your internet experience, and for additional information regarding network practices with respect to monthly data usage allowances related to AT&T Broadband Internet access services, please visit [att.com/broadbandinfo](http://att.com/broadbandinfo).

Your contract with us includes this Agreement (including the schedules hereto, which are incorporated into this Agreement by reference), and also includes the following materials:

- Your Customer Service Summary / Order Confirmation Letter (excluding the "My Next Bill Estimate" page);
- AT&T Privacy Policy found at [att.com/privacy](http://att.com/privacy);
- AT&T Acceptable Use Policy found at [att.com/aup](http://att.com/aup);
- AT&T Policies for Considering Copyright Infringement Claims found at <https://www.att.com/legal/terms.dmca.html>
- AT&T Access ID Terms and Conditions found at <https://www.att.com/accessidterms>;
- att.net Terms of Use found at <https://www.att.com/legal/terms.attNetTermsOfUse.html>; and
- Any other documents incorporated by reference herein or therein.

For more information on fees that may apply in addition to any amounts due for your Services and Equipment, consumers should review the "Consumer Fee Schedule" available at [www.att.com/ConsumerInternetFees](http://www.att.com/ConsumerInternetFees) and businesses should review the "Business Fee Schedule" available at [www.att.com/BusinessInternetFees](http://www.att.com/BusinessInternetFees). The Consumer Fee Schedule and the Business Fee Schedule are generically referred to herein as the "Fee Schedule(s)" and are incorporated into this Agreement by this reference. AT&T reserves the right to change fees, increase or decrease fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

Note: If the location to which your Service is provisioned is in a multi-tenant environment (e.g., an apartment building, condominium, private subdivision or retail shopping center, sometimes referred to herein as a "MTU"), provision of your Service may be subject to other terms and conditions imposed by the owner and/or manager of the MTU (e.g. a landlord or home owner's association). You will need to refer to the owner / manager of your particular MTU for more information regarding any MTU specific terms which may apply.

You must accept this Agreement as a condition of receiving the Service. By accepting this Agreement, you confirm you are a capable adult over the applicable age of majority (e.g. eighteen (18) years of age in most U.S. states and territories; nineteen (19) in Alabama and Nebraska; and twenty-one (21) in Mississippi and Puerto Rico – an "Adult"). If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are



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also confirming that this Agreement constitutes a valid and binding obligation of yours. You are responsible for ensuring that all use of the Service complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent with this Agreement. By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement, including, but not limited to, the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service, all of which are incorporated herein by reference.

### 1. Changes to this Agreement and/or the Service

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We also reserve the right to modify or discontinue the Service, temporarily or permanently. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at <https://www.att.com/internet-terms>, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

### 2. Internet Service

**a. Service Description.** Internet Service is composed of narrowband or broadband access to Internet, and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to AT&T's network. Unless otherwise specified, Internet Services from AT&T include the following:

**1) Site Access / E-Mail Services.** Access to att.net and related services, including an e-mail account for the Member Account holder and any Sub Accounts, is generally included with your Internet Service. Such access will be subject to the att.net Terms of Use found at <https://www.att.com/legal/terms.attNetTermsOfUse.html>. By utilizing such access, including accessing the included e-mail account(s), you are agreeing to be bound by the terms thereof.

**2) DNS Services / DNS Language Assist.** Domain Name System (or DNS) services translate domain names into the numerical IP addresses needed for locating and identifying computer services and devices within the underlying network protocols commonly used to organize the internet. The DNS Services include DNS Language Assist, which upon entry of an incomplete or inaccurate Web address will automatically search for similar or related terms and present you with suggested sites you may want to reach instead of providing only an error message. If you prefer to opt out of DNS Language Assist, you may do so by visiting [att.com/cmpchoice](http://att.com/cmpchoice) from your desktop or from your mobile Web browser.

**3) IP Addresses.** Unless otherwise specified, AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, a multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at the sole discretion of AT&T. Static IP addresses are not available with all Internet Services or all tiers within certain Internet Services. Unless otherwise specified, a dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts and a static IP address or multiple static IP address is intended for use with a single computer or a network of devices, computers and/or servers. You may not use the Service in a manner that is inconsistent with these intended uses. Unless otherwise specified, AT&T Internet services will support both IPV6 and IPV4 Internet addresses; however, to reach IPV6-exclusive Internet content, some of your equipment may require upgrades or replacement. For more information about IPV6 and how it affects you, visit [att.com/ipv6](http://att.com/ipv6).

**4) Interconnection.** Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to AT&T's network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. These impacts on your service performance are described in more detail in AT&T's Open Internet notice. AT&T therefore makes no promise express or implied that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, AT&T's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

**b. "Speed" of Internet Services, Technology and Data Usage.** AT&T offers many broadband internet access service options, each of which has a specific service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications like a short email without attachments or basic web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

**1) AT&T Speed Tiers Page.** The current speed ranges AT&T offers may be found on AT&T's Speed Tier page at [att.net/speedtiers](http://att.net/speedtiers), which identifies the downstream and upstream rates at which your "Connection" (as that term is defined below) transfers internet access data between the network interface device at your home, office, or apartment building to the point you connect to the AT&T network. Our wired broadband Internet access customers should expect to see service capability speeds for their Connection within the speed tier shown on the Speed Tier page or their service plan. For example, a customer with AT&T Internet 25 Service should expect service capability download speeds between 15 Mbps and 25 Mbps between the network interface device at your premises and the point at which you connect to the AT&T network. The high-end of this range represents expected maximum speed capabilities.

**2) "Connection."** Because service performance varies on an end-to-end basis, the service capability speeds of AT&T are limited to, and measured between, the equipment utilized to provision your Internet Service at the fixed address or location you identified when ordering the Internet Service and a point on the AT&T network, sometimes referred to as the "Connection" or your "internet connection." The Connection constitutes only one segment of the end-to-end transmission path connecting the end user to Internet Web sites or content providers.

**3) Technology.** Unless otherwise expressly agreed to the contrary, AT&T makes no warranty with regard to the technology used to provision any particular Internet Service. Notwithstanding any description that may be furnished for a particular Internet Service, AT&T reserves the right, in its sole and absolute discretion, to make changes to the technology used to provision all or any portion of any Internet Service. So long as the essential functionality of the Internet Service from a user

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perspective is not negatively impacted in a material way by any change in technology, AT&T has no obligation to notify you of any changes in technology and changes in technology will not affect your rights or obligations with respect to the Internet Service you have purchased.

For any particular Internet Service, the technology utilized to provision different portions of the Service may vary significantly. In those circumstance, and unless otherwise expressly agreed to the contrary, AT&T shall only be responsible for the technology utilized to provision the Connection. By way of example, for an Internet Service which AT&T provisions across its 100% fiber network, AT&T can only determine that the Connection itself is provisioned using 100% fiber based facilities. As discussed in further detail below, AT&T has no control over, and makes no warranties with respect to, the technology within the premises to which the Internet Service is provisioned (e.g. the inside wiring, home network and/or local access network). AT&T further has no control over and makes no warranties with respect to the technology utilized by content providers for purposes of operating the servers which an end user must access in order to receive access to the content.

**4) Other Factors that Impact Speed.** In addition to issues presented by the various technologies over which an internet access may operate on an end-to-end basis, end-to-end performance of your Internet Service will also depend on a variety of other factors, including (but not limited to): the number of subscribers simultaneously using the network; specific characteristics of the location from which you are accessing the internet; specific characteristics of your intended destination on the internet; overall traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment complex; the capacity or performance of your network devices, routers, gateways or modems; the servers with which you must communicate with in order to reach your intended destination and/or access the content you are trying to access; internal and external network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and, the networks you and others are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging, and other services) that may share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your service on an end- to-end basis. This is also why third party speed tests which include other portions of the overall internet connection beyond the Connection itself may yield results which are outside the specified speed range for your particular service plan on the Speed Tier page. AT&T expressly disclaims any warranty with respect to the outcome of these third party speed tests.

**5) Download vs Upload Speeds.** The term "download" generally refers to the process of a user utilizing their local device or computer to access information stored on a remote device, computer or server connected to the internet and includes activities ranging from "surfing" the internet, to downloading a file to streaming video. The term "upload" generally refers to the process of a user sending information from their device or computer to a remote device, computer or server connected to the internet. Unless otherwise specified, references to the "speed" of an Internet Service will solely be with respect to the download speed of that Service. Similarly, unless otherwise specified, AT&T makes no guarantee that the upload speed of a particular Internet Service will be the same as the download speed, either in terms of the applicable speed range or in terms of actual performance at any given moment. In fact, as set forth on the Speed Tier Page, many Internet Services have upload speed ranges which are lower than the comparable download speed ranges. As a result, and as a result of the many other factors that might affect speed at any given moment, the actual upload and download speed of any Internet Service will vary greatly from time to time and day to day.

**6) Data Usage on Residential Internet Services.** The residential Internet Service you purchased includes either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance. More details regarding the applicable data allowance, is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, whether provided by AT&T or a third party, may count towards your Internet data usage allowance. For additional information about the use of your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to <https://www.att.com/internet-usage>. (This paragraph is not applicable to Business Internet Services.)

### **c. Availability and Service Changes.**

**1) Availability.** AT&T Internet Services are not available in all areas, and may not be available at certain speed tiers (or at all) at your location, even if our initial testing, an AT&T website and/or any sales representative or other personnel associated with AT&T indicated that your location qualified for a particular speed tier or Service. If your location is situated in an MTU, availability of any particular Internet Service may depend upon the owner and/or manager of the MTU agreeing to grant AT&T access to the MTU and/or to your particular location.

The availability of any Internet Service may also be subject to various limitations upon the capacity of the various technologies utilized in AT&T's network to support a given number of customers on any particular Internet Service and/or speed tier in a given area ("Capacity Limitations"). Some Internet Services are more likely to be subject to Capacity Limitations. When a particular part of AT&T's network is approaching a Capacity Limitation, it can be very difficult for AT&T to predict exactly when or how that Capacity Limitation will impact upon the availability of a particular Internet Service to a particular location. This may mean that, although a certain location may be theoretically capable of receiving the Internet Service in question, Capacity Limitations at the time a particular order is placed may mean that a particular Service is not available to a particular location. This can even occur between the time that a Service is ordered and the time that the Services is installed / fulfilled, resulting in a Service that was shown as being available to a particular location at the time an order was placed no longer being available at the time of installation. As discussed in Section 5 below, Capacity Limitations may also mean that if a Service is terminated at any location for any reason whatsoever, it may not be possible to restore or renew that Service at that location. For all those reasons, AT&T makes absolutely no guarantee as to the availability of any Internet Service at any location.

**2) Service Changes.** AT&T reserves the right to modify or discontinue any Internet Service (including rates and charges), temporarily or permanently. If AT&T makes a change that would have a material impact on your Service, AT&T will endeavor to provide you with reasonable notice of any such change. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement at: [att.com/temporaryterms](http://att.com/temporaryterms). Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.

**3) Technology Conversions.** In the event that AT&T determines to provision Internet Service at your location utilizing a different technology, we will evaluate whether the conversion can occur without significant interruption to your service, generally defined as no noticeable interruptions during normal business hours and no single interruption outside of normal business hours of more than one (1) hour in length. If we determine that the conversion can be accomplished without significant interruption in your service, we may elect to proceed with the conversion without prior notice to you. If we determine that the conversion is likely to result in a significant interruption in your service, we will endeavor to provide you with at least thirty (30) days' notice of any anticipated significant interruptions of your service via email, direct mail, bill page message, and/or bill insert. If, due to factors outside our control, we cannot provide you with thirty (30) days' notice, we will endeavor to provide you with as much advanced notice as circumstances reasonably allow. Following the period identified in such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen (15) days to facilitate the conversion process.

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As part of any conversion, we may, in our discretion, discontinue the particular Internet Service you are currently receiving and make available to you an alternate Internet Service of comparable or better Speed at the then applicable rates, terms, and conditions, which may differ from your previous Internet Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your overall price will increase as a result of this conversion, taking into account all applicable credits and discounts, you will not have to pay any applicable Early Termination Fee if you elect to cancel your Internet Service within the period specified for doing so on your updated Customer Service Summary or Confirmation Letter.

Your new Internet Service may require different or additional equipment in order to fully utilize. If that proves to be the case, we will endeavor to either provide you with the required equipment or notify you of any equipment you will be required to provide on your own. You may also be required to review and accept new or additional terms and conditions related to the new Internet Service and/or new equipment. If that proves to be the case, your acceptance of such terms and conditions will be a condition to your ability to access and utilize the new Internet Service.

**d. Home Networking / Home Wi-Fi.** (These provisions apply to consumers. Business customers should refer to Schedule 6 for provisions applicable to Business Services.)

**1) Inside Wiring.** When ordering AT&T Internet Service, you will be responsible for providing any Inside Wiring (IW) in the form of copper wire or fiber optic cable between the AT&T network termination interface at your location and the gateway equipment that will located at your premises. In most cases, the IW will already be present in your existing locations, however you will be responsible for providing any additional IW which may be required. If additional IW is required, you may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If IW service is ordered from AT&T, it is your sole responsibility to obtain landlord permission or approvals for such IW.

**2) Disclaimer of Warranties.** The condition of the IW over which your Internet Service is transmitted within your premises will impact the performance of the Internet Service, including with respect to speed, reliability and latency. You are solely responsible for the condition of any IW and AT&T expressly disclaims any responsibility thereto. If IW is provided by AT&T, upon completion of installation you will have full ownership and responsibility for such IW. **Unless expressly agreed in writing to the contrary, AT&T makes no warranty to you or any other party for any work or materials constituting or associated with any inside wire. AT&T expressly disclaims any warranty of merchantability or fitness for a particular use, and AT&T has no responsibility to maintain, update, repair, replace, de-install, or remove any installed inside wire.**

**3) Home Wi-Fi.** Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled home networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Home Wi-Fi"). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment may be included with the particular Internet Service you are purchasing.)

In order to use Home Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and Wi-Fi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Home Wi-Fi. Actual Home Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Home Wi-Fi is designed to provide you with the highest speed available from your home network at any given point in time, subject to the many different factors that can affect network performance. AT&T's most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Home Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11n, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download speed range of between 15 Mbps and 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Home Wi-Fi will never exceed 25 Mbps.)

**4) Home Network Management.** Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your in-home network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your home network (which software would then be included in the term "Software" as used herein below), but you remain solely responsible for all aspects of your home network, including any activity by children or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your home network and/or Home Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your home network by anyone accessing your home network, especially children.

**e. Nationwide Wi-Fi Hot Spots (For Internet).** Access to AT&T's nationwide network of Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for e-mail and web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at [att.com/legal/terms.wiFiServices.html](http://att.com/legal/terms.wiFiServices.html). In order to gain access to the Internet at a Location, You may need your Member account information including your Member ID. If you are also an AT&T Mobility customer, you may auto-authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

### **3. Registration and Membership**

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**a. Member Account.** When you complete the registration process for the Service, you become the "Member Account" holder. To be a Member Account holder, you must either be: (i) 18 years or older, if an individual, or, (ii) be a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement and acting through your duly authorized representative. You will be asked to choose a unique "Member ID" for your account.

**b. Sub Accounts.** Member Account holders may also create up to ten accounts with separate login credentials that are linked to the Member Account (each a "Sub Account"). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration.

**c. Member Account Responsibility.** The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts. Use of Member ID subjects you to the **AT&T Access ID Terms and Conditions** (available at [www.att.com/accessidterms](http://www.att.com/accessidterms)), which are incorporated herein by reference.

**d. Registration Data.** All information that you provide to AT&T must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the AT&T Member Center by going to <https://start.att.net/membercenter>.

**e. Authority and Authorized User(s).** You may authorize spouses, partners, family or other household members or designated persons to act on your behalf in managing your Member Account, including changing or adding equipment and programming: (i) by providing such person access to your confidential account password or passcode; (ii) by updating your account information to add authorized user(s); (iii) by granting authorizations and/or ordering permissions to Sub Account holder(s); and/or (iv) by granting anyone primary or secondary online access to manage your account (each such person, an "Authorized User"). Further, if you are not present and/or do not affirmatively identify yourself as the Member Account holder at the time of any Service installation, you hereby authorize any Adult who is present to act on your behalf, including accepting this Agreement and any related agreements required in connection with the completion of the installation and/or the activation of the Service and approving any changes to your Services. You may also authorize these persons, along with guests known to you, to access your Internet Services, subject to your obligations at all times to maintain adequate security controls regarding access to your accounts, your network and the Internet Services and to ensure that all such individuals comply with the provisions of this Agreement.

**f. Password Protections.** Your account password or passcode (as applicable) must be provided to engage in most online or telephonically enabled account management functions. You agree to immediately notify AT&T if your password or passcode has been compromised and/or you wish to remove an authorized user from your account; in the absence of such notification,

### 4. Pricing

**a. Term Plans, Bundle Discounts.** When you purchased the Service, you agreed to specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the AT&T services that you were required to purchase to receive the special rate; or (4) AT&T exercises a right under this Agreement to terminate your Member Account's (or any associated Sub Account's or Authorized User's) use of the Service.

### 5. Termination or Cancellation of Service

**a. Your Decision to Terminate or Continue Service.** You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to any early termination fee which may be associated with that plan as specified in your Customer Service Summary, your Order Confirmation Letter or the applicable Fee Schedule(s) (referred to as an "Early Termination Fee" or "ETF"). At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly at [att.com/internet-terms](http://att.com/internet-terms). The then current Agreement will govern your Service. Your election to continue Service represents your agreement to the then current Agreement.

Unless otherwise specified, if you cancel your Service, your account ID email address will remain active, as will all email subaccounts you have created. The email accounts may be accessed from the [att.net](http://att.net) Web site.

**b. Service Suspension/Termination by AT&T.** AT&T may immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice for any of the reasons set forth in AT&T's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to AT&T; (b) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; (c) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to AT&T, employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property, frequent use of profane or vulgar language, or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair, or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 below. If we terminate your Service and you have a term commitment that is subject to an ETF, we may charge you that ETF in addition to any other rights that we reserve in other provisions of this Agreement.

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination.

**c. Suspension and Termination for Non-payment.** AT&T may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges.

**d. Suspension and/or Termination upon Loss of Access.** Upon any interruption or loss of either your or AT&T's rights to access any part of the network facilities required to provide your Internet Service, including the interruption or loss of any rights to access the land or buildings in which the facilities are located, AT&T may, in its

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sole discretion, suspend or terminate all or any portion of your Internet Service. In general and where applicable, AT&T will utilize available public rights of way to access network facilities utilized for providing Services. However, if you are the owner of the location to which your Services are provisioned, it is ultimately your responsibility to secure any necessary rights of access outside of the public rights of way. If you lease or rent the location at which you wish to receive Services, or if the location is located in a MTU type of arrangement, receipt of Services is expressly conditioned on the owner, landlord and/or building manager providing all customary, reasonable and necessary rights and permissions to allow AT&T access to the network facilities necessary to provide your Internet Service. AT&T makes no representation and can't guarantee that the owner, landlord and/or building manager has or will provide the applicable rights and permissions necessary for you to receive Internet Service or any particular grade of Internet Service, and explicitly disclaims any such representation or guarantee. In the event of any interruption or loss of access, AT&T will endeavor to provide you with reasonable advanced notice of any suspension or termination of Internet Service, however the timing of any suspension or termination, as well as the timing of any resumption of Internet Services, are entirely at AT&T's reasonable discretion. In general, and unless otherwise specified, billing will continue for your monthly charges while your Service is suspended.

**e. Restoral Fee and Payment of Past Due Amounts.** If either you or AT&T suspends a Service for any reason set forth herein (other than due to AT&T's loss of access), you must make satisfactory arrangements to pay all past due amounts in order to have that Service restored. You will also be required to pay a Service Restoral Fee of no more than \$50 per incident of suspension or termination of a particular Service (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedules at [www.att.com/ConsumerInternetFees](http://www.att.com/ConsumerInternetFees) and/or [www.att.com/BusinessInternetFees](http://www.att.com/BusinessInternetFees) to determine the Restoral Fee amount applicable to your particular Service(s). The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service.

### 6. Payment

You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection and/or installation charges, if any; (4) late fees, Service Restoral Fees, and other applicable Service charges; and (4) any applicable taxes, recovery fees and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedules, which are expressly incorporated herein by reference.

**a. Credit Check / Advance Payments & Deposits.** By applying to purchase Internet Services, and by continuing to access the Internet Services, you are granting us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your Service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend your Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

**b. Billing.** If the Service is eligible for self-installation and you choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not you have installed and begun to use the Service. If you choose to have a technician install the Service, billing will begin when the installation is complete, unless you initially select to self-install, and subsequently ask for a technician installation (in which case, billing will begin when Service is provisioned by AT&T).

**c. Method of Payment.** Your monthly charges may be billed via a monthly AT&T bill or to a credit card. Credit card billing is not available for AT&T High Speed Internet Direct. AT&T Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling either of the following numbers (as applicable to you): Consumer: 800.288.2020; Business: 800.321.2000; Fixed Wireless: 800.288.2020.

**d. Credit Card Billing.** You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges for your Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional fee. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedule(s).

**e. Online Billing for AT&T Internet Members.** You must register online to establish a personal myAT&T account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal myAT&T account (username and password required).

You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost misplaced, or stolen password. If you have forgotten your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

**f. Late Payment Charge and Dishonored Check or Other Instrument Fee.** You agree that for each bill not paid in full by the payment due date, a Late Payment Charge will be assessed of no more than \$10 per bill (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the Late Payment Charge amount applicable to your particular Service(s). Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any AT&T rights to collect the full amount due. You will also be charged a fee (the "NSF/Returned Check Fee") for each and any check or other instrument (including credit card charge backs) returned unpaid for any reason of no more than \$30 per check or transaction (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the NSF/Returned Check Fee amount

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applicable to your particular Service(s). For a list of additional fees that could apply to the Service(s), please see the applicable Fee Schedule(s) at [www.att.com/ConsumerInternetFees](http://www.att.com/ConsumerInternetFees) and/or [www.att.com/BusinessInternetFees](http://www.att.com/BusinessInternetFees).

**g. Bill Inquiries.** If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 800.288.2020; Business 800.321.2000; Fixed Wireless 800.288.2020). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.

**h. Refunds and Credits.** Except as otherwise required by applicable law, any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any previously paid tax, fee, or surcharge.

### **7. Equipment & Software**

**a. Customer Equipment.** Other than the equipment and/or software provided to you by AT&T for use with the Service (collectively, the "AT&T Equipment"), you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T; and AT&T will not provide support for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment the data or settings while you continue to receive the Service.

**b. AT&T Equipment.** Any AT&T Equipment, including modems, routers, antennas or gateways, will be either a new or a fully inspected and tested refurbished unit.

AT&T will repair or replace damaged AT&T Equipment as AT&T deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement.

If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with the AT&T Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

**c. Access & Installation of Equipment.** You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other Adult resident or guest at your residence (each, an Authorized User for purposes of this Agreement) to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a MTU, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring" or "IW"). You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

**d. Power and Battery Backup.** The AT&T Equipment may require electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. Any backup battery solution is your responsibility. You may choose to purchase battery backup for your AT&T Equipment from third party manufacturers or retailers. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup).

You also agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit [att.com/batterybackup](http://att.com/batterybackup).

**Note that AT&T Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your Internet Service as well as any additional services that use the AT&T Connection for transport (e.g. Voice over IP including e911) or require an internet connection to operate properly. AT&T will have no liability for loss of any service(s), whether provisioned by AT&T or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the AT&T equipment.**

**e. Theft or Misuse.** You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the AT&T Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the AT&T Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen AT&T Equipment not owned by you, however, AT&T may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

**f. Return of AT&T Equipment:** Except as otherwise provided, AT&T Equipment must be returned to AT&T undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than

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fees for damages). No refunds will be made for AT&T Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

### **8. Account Security**

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following:

(a) immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T by calling:

800.288.2020 for AT&T Internet and AT&T Fiber consumer subscribers and Fixed Wireless subscribers

800.321.2000 for AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct and/or Fixed Wireless Internet business subscribers

855.220.5211 for Access from AT&T in English (855.220.5225 for Access from AT&T in Spanish)

877.722.3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer)

888.321.2375 for FastAccess Business DSL, FastAccess Business DSL Direct, FastAccess DSL, and BellSouth Dial Internet subscribers (Business and Consumer)

866.722.3425 for AT&T Dial subscribers

(b) Ensure that you exit from your account at the end of each session; and,

(c) Periodically change your password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

### **9. Third Party Services**

The Service may permit access to products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. **YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION.** AT&T does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, AT&T does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. AT&T reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Service. AT&T shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third Party Content and Services.

**You may have previously been given the option to combine your Member ID with a user account or ID that was created in connection with certain Third Party Content and Services (a "Third Party ID") to enable single sign on to the Site. In AT&T's sole discretion, AT&T may elect to separate your Member ID from the Third Party ID. In such case, use of the Third Party ID will no longer enable you to authenticate into the Site or any other AT&T digital properties, and you will need to use your Member ID, Access ID or another ID that was created via AT&T, which was not combined with a Third Party ID, to access the Site or any other AT&T digital properties. Continued access and use of any Third Party Content and Services or Third Party ID will be subject to the terms of use provided by the applicable third party.**

### **10. Restrictions on Use**

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at <https://www.att.com/aup> and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify and/or terminate, without notice, the Member Account or the Service provided by AT&T to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/E-mail/Usenet abuse, (vi) uses which are harmful to or interfere with the use of AT&T's network or systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, (viii) uses that constitutes a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose AT&T to sanctions, prosecution, civil action or any other liability. See the AUP for a more detailed discussion of the policy.

**a. No Resale.** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service, or for any high volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of AT&T.

**b. Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). **AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**

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AT&T respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, AT&T has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. AT&T may limit, suspend or terminate your service at any time with or without notice to you.

If you believe the copyright to your work has been infringed in connection with an AT&T service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)–(d), please provide the information listed at <https://www.att.com/legal/terms.dmca.html> to the designated agent listed at <https://www.att.com/legal/terms.dmca.html>. AT&T has no obligation to investigate possible copyright infringements with respect to materials transmitted on its systems. However, AT&T will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see <https://www.att.com/legal/terms.dmca.html>.

AT&T also maintains the AT&T Copyright Alert Program that allows copyright holders to notify AT&T of claimed infringement occurring on AT&T's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Under the program, content owners may submit notifications to AT&T of alleged copyright infringement based on information they have independently collected by joining peer-to-peer networks, in accordance with the industry standard Automated Copyright Notice System. AT&T then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by an AT&T subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, AT&T may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process. AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: <https://copyright.att.net/home>.

AT&T's policies may be revised from time to time and, in addition, AT&T may in its sole discretion voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs with other stakeholders.

**c. Use by Children.** AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

**d. Network Management.** AT&T reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way which creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

### 11. Data Management / Content

**a. Data Management.** You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

**b. Content.** You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service ("User Content").

AT&T does not claim ownership of User Content. However, with respect to User Content you submit or otherwise make available via your Internet Service, you grant AT&T a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, to such User Content.

AT&T may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of AT&T, other end users, and the public.

### 12. Privacy Policies

Your use of the Service and registration data and certain other information about you, are subject to the respective privacy policies of AT&T. This policy is available at: [att.com/privacy](http://att.com/privacy). To manage your privacy choices, you may do so by visiting [att.com/cmpchoice](http://att.com/cmpchoice) from your desktop or from your mobile Web browser.

### 13. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION



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**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

Consumer Customers: See Arbitration sections below. Business Customers: See Schedule 6.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-288-2020. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

**Arbitration Agreement**

a. AT&T and you agree to arbitrate **all disputes and claims** between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies, can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

**You may download or copy a form Notice and a form to initiate arbitration from here: [att.com/arbitration-forms](http://att.com/arbitration-forms).**

c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay you the greater of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

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- e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

### **14. Software - End User License Agreement**

If you have connected to the Service by downloading or installing software made available by AT&T, either directly or through one or more vendors (the "Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, or its applicable third party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

AT&T, or applicable third party licensors may provide Software upgrades, updates or supplements (such as, but not limited to, adding or removing features or updating security components). You understand that whether the equipment is owned by you or AT&T, AT&T, or the applicable third party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

**Export Limits.** None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States.

### **15. Operational Limits/Force Majeure**

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

### **16. Customer Service Support**

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 7 above), AT&T does not provide support for devices that access the Service under this Agreement.

### **17. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.
2. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, (v) ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED AND (vi)

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THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

### 18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE, THE EQUIPMENT AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

**Exclusions and Limitations.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

### 19. Indemnity

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of the AUP or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account – whether or not such usage is expressly authorized by you.

### 20. General

**a. Contact Information.** Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (866.722.3425), for AT&T High Speed Internet subscribers (Business and Consumer) (877.722.3755), for AT&T Internet and AT&T Fiber subscribers (Consumer Only) (800.288.2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (888.321.2375), for Fixed Wireless Internet (Business and Consumer) (800.288.2020), and for AT&T Internet for Business (800.321.2000).

**b. Trademark Information/Proprietary Rights.**

AT&T and the AT&T logos and all other AT&T brands, logos and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

**c. Additional Terms.** This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T or affiliate services, third-party content or third-party software. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this agreement. You agree that regardless of any statute of laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filled within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of AT&T rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

**d. Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: <https://www.att.com/aup> or e-mail us at [abuse@att.net](mailto:abuse@att.net).

**e. Consent to Contact.** You expressly authorize, and specifically consent to allowing, AT&T and/or its affiliates, outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T (collectively, the "AT&T Parties") to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address including a number for a cellular phone or other wireless device or service (collectively, your "Contact Information") that you have provided, or may in the future provide, to AT&T or any AT&T Party, or which any AT&T Party

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otherwise identifies as your Contact Information, and to any and all telephone numbers, wireless devices or electronic addresses billed on your AT&T account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system, regardless of whether you incur charges as a result. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

### Schedule 1 - List of Services by Brand Name and AT&T Entities

Unless otherwise expressly provided in writing to the contrary, the services covered by the applicable terms include, without limitation, those listed below and are generally provided by the applicable AT&T entities identified below.

#### **IP BROADBAND INTERNET SERVICES include**

AT&T Fiber and/or AT&T Business Fiber  
AT&T Internet, AT&T Internet Basic and/or AT&T Internet for Business  
AT&T High Speed Internet (including *Max* and/or *Max Plus*)  
AT&T High Speed Internet for Business (including *Max* and/or *Max Plus*)

(Note: AT&T High Speed Internet *Max* and *Max Plus* were sometimes formerly referred to as *U-verse* Internet)

#### **DSL INTERNET SERVICES include**

AT&T High Speed Internet (including *Lite*, *Ultra*, *Xtreme*, *XtremePro*, *Basic*, *Express*, *Pro* and/or *Elite*)  
AT&T High Speed Internet Direct (including *Lite*, *Ultra*, *Xtreme*, *XtremePro*, *Basic*, *Express*, *Pro* and/or *Elite*)  
AT&T High Speed Internet Business Edition and/or AT&T High Speed Internet Business Edition Direct  
DSL Direct (including *Express*, *Pro* and/or *Elite*)  
FastAccess DSL and/or FastAccess DSL Direct (including *Lite*, *Ultra*, *Xtreme* and/or *XtremePro*)  
FastAccess Business DSL and/or FastAccess Business DSL Direct

#### **DIAL UP INTERNET SERVICES include**

AT&T Dial services  
BellSouth® Dial Internet Service

Unless otherwise expressly specified in writing to the contrary, INTERNET SERVICES are provided by your local AT&T telephone company, depending on the state where service is provided, as follows:

BellSouth Telecommunications, LLC in AL, GA, FL, KY, LA, MS, NC, SC, and TN.  
Southwestern Bell Telephone Company in AR, KS, MO, OK, and TX  
Pacific Bell Telephone Company in CA,  
Illinois Bell Telephone Company in IL,  
Indiana Bell Telephone Company, Incorporated in IN,  
Michigan Bell Telephone Company in MI,  
Nevada Bell Telephone company in NV,  
The Ohio Bell Telephone Company in OH  
Wisconsin Bell, Inc. in WI,

Outside of the local AT&T telephone company franchise areas in the states listed above, **Internet Services** are generally provided by Teleport Communications America, LLC and/or one or more of its subsidiaries.

Outside of the states identified above, Internet Services are provided as indicated below:

AT&T DIAL is provided in states not listed above by AT&T Corp.

Other INTERNET SERVICES are provided by TC Systems, Inc. in NY and by Teleport Communications America, LLC in any other state not identified in the list above.

Unless otherwise specified, FIXED WIRELESS INTERNET is provided in all applicable states by AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T.

All companies listed in this Schedule 1 are referred to in this Agreement, where, as and to the extent applicable, as "AT&T or "we," "us," or "our".

### Schedule 2 - IP Broadband Internet Service

"**IP Broadband Service**" refers to any internet service provided through Internet Protocol technology and generally encompasses those services marketed as "AT&T Internet" and "AT&T Fiber."

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving IP Broadband Internet Services. I Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to IP Broadband Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the IP Broadband Internet Services.

**Additional Equipment for AT&T Internet and/or AT&T Fiber Customers.** AT&T will make available to you certain equipment, which may include one or more of the following:

- (1) a Wi-Fi Gateway ("WG") located inside your premises,
- (2) an Optical Network Terminal ("ONT") where AT&T's fiber network terminates, which may be located inside your premises, on the outside of your premises, in your

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garage, or in a central location in a MTU environment;

(3) an Intelligent Network Interface Device ("iNID") (which provide your services if you do not have a gateway),

all of which are herein collectively referred to as "Internet Equipment"), required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one-year (1-year) warranty period (from date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the Internet Equipment, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fees and purchase options depend on the AT&T Services and/or rate plans you order and the installation options you choose.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WG's have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

**Return of Equipment.** If your Service is provided by an iNID, you should not return the iNID home networking hub, (Model# j38HG) or the ONT.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG. (You should also return any set top boxes or TV receivers you may have received for use with related AT&T Services.)

### **Schedule 3 - Fixed Wireless Service**

**"Fixed Wireless Internet Service" or "Fixed Wireless Internet"** refers to a wireless high-speed broadband internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly via a fixed wireless connection to the AT&T network.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Fixed Wireless Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Fixed Wireless Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Fixed Wireless Internet Service.

**Speed.** As set forth on the Speed Tier Page, Fixed Wireless Internet customers should expect to see service capability speeds of 10Mbps or over downstream and 1Mbps upstream.

**IP Addresses.** Static IP addresses are not used or available as part of the Fixed Wireless Internet Service. Services such as Web hosting, or hosted services such as camera, gaming server, etc. that require static IP address are not supported by Fixed Wireless Internet. See Section 7, below, for more information on service limitations.

**Service Requirements.** To qualify for Fixed Wireless Internet Service, you must reside in an area where we provide Fixed Wireless Internet service. Fixed Wireless Internet requires an outdoor antenna that is professionally mounted on or near the exterior of your service location. Unless otherwise noted in the terms governing your plan, an eligible Fixed Wireless Internet plan is required.

Customers obtaining broadband services under the Connect America Fund (CAF) program may be randomly subjected to performance testing to comply with FCC CAFII certification requirements. Performance testing will be conducted for a duration of four weeks and should have minimal impact on customer's Internet access experience. This testing will be conducted by AT&T and should not require any customer intervention.

**Changing Service Location.** You may not use the Fixed Wireless Internet Service at any address other than your Service address or move any of the Equipment to another address while you remain an AT&T Fixed Wireless customer. If you are moving to a new residence at which Fixed Wireless Internet Service is available, and you wish to continue using the Service, you may request that AT&T install the Service and the Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If Fixed Wireless Internet Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable Early Termination Fee. If you change your service location but fail to call us at 800.288.2020 to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply.

**Fixed Wireless Equipment.** Depending on your Service address, your Fixed Wireless Internet Service will include some or all of the following AT&T Equipment:

- 1) **Outdoor Antenna.** The Outdoor Antenna provides an interface to AT&T's network. The Outdoor Antenna and the APS (described below) require electrical power from your service location to operate, which you are responsible for providing. AT&T will install your Outdoor Antenna. Once the Outdoor Antenna has been installed by AT&T, you may not move the Outdoor Antenna to a different location or reposition at your address or any other address while you continue to receive the Service.
- 2) **Antenna Power Supply ("APS").** The APS provides power supply and data connectivity for the Outdoor Antenna; your unit has integrated lightning surge protection and two LED Indicators: Power and Outdoor Antenna connectivity. AT&T will install your APS. Once the APS has been installed by AT&T, you may not move the APS to a different location or reposition at your address or any other address while you continue to receive the Service.
- 3) **Wi-Fi Gateway ("WG").** The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

You agree that, while you continue to receive the Service, neither you nor a third party will move the Equipment within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Fixed Wireless Internet Service is not designed to be nomadic and may not function properly if the Equipment is moved or altered by a non-AT&T employee. If you require the Equipment to be moved while you continue to receive the Service, you must contact AT&T. Failure to do so may result in a failure of the Service and/or in AT&T's termination of your Service.

**Responsibility for and Return of Equipment.** Upon termination of your Service for any reason, AT&T shall remain the owner of the Wi-Fi Gateway, and you must return the Wi-Fi Gateway, undamaged, within 21 calendar days to AT&T. If the Wi-Fi Gateway is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the Wi-Fi Gateway.

Although the Outdoor Antenna and APS will constitute AT&T Equipment during the term of any Fixed Wireless Internet Service, you will be considered the owner of the Outdoor Antenna and APS for all other purposes and you will not need to return the Outdoor Antenna and APS to AT&T upon termination of your Fixed Wireless Internet Service. Upon termination of your Service for any reason, the Outdoor Antenna and APS will remain where installed at your location and you will be solely responsible for any and all future service, care, maintenance and removal of the Outdoor Antenna and APS. Service, care, maintenance and removal of the Outdoor Antenna and APS should be performed only by an experienced professional; you should not attempt to perform such activities yourself. AT&T shall have no ongoing duty, obligation, or responsibility to perform any service, care, or maintenance on the Outdoor Antenna and/or APS or to uninstall or remove the Outdoor Antenna and/or APS after termination

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of the Service. AT&T shall have no liability to you or any other person or entity related to or arising out of the Outdoor Antenna and/or APS. You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, licensors, employees, sub-contractors, and partners harmless from any claim or demand, made after termination of Service, arising out of or related to the Outdoor Antenna and/or APS, including, but not limited to, claims for personal injury, property damage, wear and tear, or equipment degradation.

**Service Availability and Limitations.** Fixed Wireless Internet Service will not be available in all areas at all times. Many factors can affect the availability and quality of your Fixed Wireless Internet Service, including, but not limited to, Capacity Limitations such as network capacity, terrain, buildings, foliage, and weather. Fixed Wireless Internet Service is delivered via cell sites in AT&T's wireless network. Each cell site can support only a limited number of subscribers. These Capacity Limitations may mean that Fixed Wireless Internet may be identified as available at the time of ordering but may not prove to be available at the time scheduled for installation.

Fixed Wireless Internet Service is not compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX Phone systems, or dial-up Internet. Fixed Wireless Internet Service may not be compatible with DVR/Satellite systems; check with your provider. Public IP addresses are not used or available through Fixed Wireless Internet Service. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address are not supported.

Fixed Wireless Internet Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

Fixed Wireless Internet Service is also subject to the following service limitations and/or Capacity Limitations:

- Proximity of antennas;
- Cell tower outage or site outage;
- Maintenance work at a cell tower;
- Use of capacity due to high number of users simultaneously using data intensive applications;
- Damage to the Outdoor Antenna or cables;
- Rotation of Outdoor Antenna from the optimum bearing;
- Device location outside the range of Wi-Fi Gateway;
- Blockage of the signal between premise antenna and the cell tower (caused by artificial objects – building, barn, etc.);
- Improper installation or tampering with Outdoor Antenna; and
- Power outage.

**Prohibited Network Uses.** Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, certain activities and uses are prohibited (Prohibited Network Uses). These Prohibit Network Uses are in addition to and not in lieu of the requirements set forth in AT&T's Acceptable Use Policy. We may take any and all reasonable actions necessary to restrict any prohibited network uses, including those addressed in AT&T's Acceptable Use Policy and/or any use in a manner that:

- Hinders other customers' access to the wireless network;
- Involves the installation or similar mechanism to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- Negatively affects our network or compromises network security or capacity;
- Excessively and disproportionately contributes to network congestion;
- Adversely impacts network service levels or legitimate data flows;
- Degrades network performance; or
- Causes harm to the network or other customers.

**PLEASE NOTE: As of the effective date of these Terms, the contact telephone number for assistance with Fixed Wireless Internet issue has been changed from 855.483.3063 to 800.ATT.2020 (or 800.288.2020). Calls to 855.483.3063 will be forwarded for a short period of time on a transitional basis but all future calls regarding Fixed Wireless Internet should be made to 800.ATT.2020.**

### **Schedule 4 - DSL Internet Service**

"DSL Service" or "DSL Internet Service" refers to any Internet Service provided through traditional Digital Subscriber Line technology, which may include Services sold under the names AT&T High Speed Internet, AT&T High Speed Internet Business, FastAccess DSL and/or FastAccess Business DSL, individually or collectively.

(Note: Internet Services sold under the name AT&T High Speed Internet included both DSL Services and IP Broadband Services. If you are unsure which applies to your Internet Service, please contact us for more information.)

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving DSL Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to DSL Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the DSL Service.

**Termination of Local Wireline Voice Service.** If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your DSL Service or continue to provide it at the then-current rates, terms, and conditions. You agree to pay any new or higher monthly fees that may apply to your new DSL Service after termination of the wireline voice service. If AT&T elects to terminate your DSL Service, we reserve the right to charge any applicable early termination fees.

**Capacity Limitations.** DSL Internet Services are particularly subject to limits upon availability due to Capacity Limitations. If DSL Internet Services are suspended or terminated at your locations for any reason, AT&T cannot guarantee that you will be able to subsequently renew or restore DSL Internet Service at that location.

**Conversion from DSL Service to AT&T Internet Service.** When AT&T is able to provision AT&T IP Broadband Internet Service at your location, we may, in our discretion, discontinue your DSL Service and make available to you AT&T IP Broadband Internet Service at the then applicable rates, terms, and conditions, which may differ from your previous DSL Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your price will increase as a result of this conversion, you will not have to pay any applicable Early Termination Fee if you elect to cancel DSL Service instead of receiving IP Broadband Internet Service.

In the event that you elect to receive AT&T IP Broadband Internet Service, your new Internet Service may require different AT&T Equipment.

## **Exhibit 7.a.iii**

When you are selected for conversion, we will provide at least thirty days' notice of the discontinuation or suspension of your Service via email, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen days.

**Billing.** Credit card billing may not be available for AT&T High Speed Internet Direct.

### **Schedule 5 - Dial Up Internet**

**"Dial Up Internet"** refers to any Internet Service provided through dial-up Internet access, such as AT&T Dial and/or BellSouth® Dial Internet Service, individually or collectively.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Dial Up Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Dial Up Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Dial Up Internet Service.

**Speed.** AT&T Dial Up Internet is a narrow band internet service. AT&T makes no commitment with respect to the speed of Dial Up Internet. Speed is entirely dependent upon Customer Equipment utilized to access the AT&T Dial Up Internet Service.

**IP Addresses.** AT&T Dial Up Internet Service supports IPV4 only: It does not support IPV6.

**Dial-Up Access Options and Toll Charges.** AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will AT&T be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the discretion of the telecommunication company or AT&T.

**Termination of Dial Service.** Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan, or are suspended by AT&T prior to month-end, you will be charged for the entire month of Service. If you upgrade your AT&T Dial service to an AT&T Internet Service your Dial charges will be prorated.

### **Schedule 6**

#### **Business Internet Services**

##### **Additional Terms and Conditions Applicable only to Business Internet Services**

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Business Internet Services. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Business Internet Services. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Business Internet Services.

**"Business Internet Services"** include AT&T Business Fiber, AT&T Internet for Business, AT&T High Speed Internet Business Edition, AT&T High Speed Internet Business Edition Direct, AT&T Internet for Business, FastAccess Business DSL, and FastAccess Business DSL Direct.

**1. Inside Wire.** When ordering AT&T Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between AT&T's network termination interface at your building and the gateway equipment located at the customer premises. You may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If inside wire service is ordered from AT&T, it is Customer's full responsibility to obtain landlord permission or approvals for such inside wiring. For AT&T Internet for Business (fiber-based only), any determination of whether the inside wire work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.

**2. Inside Wire - Disclaimer of Warranties.** If inside wire is provided by AT&T, Customer will upon completion of installation have full ownership and responsibility for such inside wire. **AT&T MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PARTY FOR ANY WORK OR MATERIALS CONSTITUTING OR ASSOCIATED WITH ANY INSIDE WIRE. AT&T EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND AT&T HAS NO RESPONSIBILITY TO MAINTAIN, UPDATE, REPAIR, REPLACE, DE-INSTALL, OR REMOVE ANY INSTALLED INSIDE WIRE.**

**3. Local Wi-Fi.** Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled local area networking equipment ("Wi-Fi Equipment") in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Local Wi-Fi"). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment may be included with the particular Internet Service you are purchasing.)

In order to use Local Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and Wi-Fi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Local Wi-Fi. Actual Local Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Local Wi-Fi is designed to provide you with the highest speed available from the network at any given point in time, subject to the many different factors that can affect network performance. AT&T's most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11n, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol

## **Exhibit 7.a.iii**

communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download speed range of between 15 Mbps and 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Local Wi-Fi will never exceed 25 Mbps.)

**4. Local Area Network Management.** Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your internal network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your internal network (which software would then be included in the term "Software" as used herein below), but you remain solely responsible for all aspects of your network, including any activity by employees, customers or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your local area network and/or Local Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your local network by anyone accessing your network.

**5. Service Guides.** If you are an AT&T FastAccess Business DSL customer, or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:

- [http://serviceguidenew.att.com/sg\\_flashPlayerPage/FADSL](http://serviceguidenew.att.com/sg_flashPlayerPage/FADSL) (Fast Access® Business DSL)
- [http://serviceguidenew.att.com/sg\\_flashPlayerPage/HSI](http://serviceguidenew.att.com/sg_flashPlayerPage/HSI) (AT&T High Speed Internet Business Edition)

**6. Reimbursement for Time, Materials and Expenses.** If Customer cancels an order for or terminates any Service or Service Component (other than as permitted for default by AT&T), or AT&T cancels an order for or terminates any Service or Service Component for cause, prior to its Service Commencement Date, Customer will reimburse AT&T for time, materials and expenses incurred prior to the effective date of such cancellation or termination, plus any third party charges resulting from the cancellation or termination.

### **7. Arbitration Agreement:**

AT&T and you ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and you (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **We agree that WE are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, AT&T or You ALone. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.

If you complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay you the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that you incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or you may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service commitment, you may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If you are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: [jrtpr.gobierno.pr](http://jrtpr.gobierno.pr).



## Exhibit 7.a.iii

### Schedule 7 — Access from AT&T

**"Access from AT&T"** refers to AT&T's program designed to making low cost wireline home internet service exclusively available to Qualifying Households utilizing certain Underlying Internet Services (as those terms are defined below).

In addition to those terms contained in the body of this Agreement, and those terms applicable to the Underlying Internet Service, the following additional terms apply to customers participating in the Access from AT&T program. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to the Access from AT&T program. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Access from AT&T Service.

**Qualifying Households.** For purposes of Access from AT&T, a "Qualifying Household" refers to a) any individual or household with at least one resident who participates in the U.S. Supplemental Nutrition Assistance Program (SNAP); (b) with an address in AT&T's twenty one (21) state service area, at which we offer wireline home Internet service, AND (c) no outstanding debt for AT&T fixed Internet service of any kind within the last six (6) months and no outstanding debt incurred under the Access from AT&T program. California households with at least one resident who receives Supplemental Security Income (SSI) benefits also may qualify based on the same requirements that apply to SNAP participants.

**Limited Availability.** Access from AT&T is only available to Qualifying Households. If your residence is not a Qualifying Household, you are not eligible for Access from AT&T.

**Underlying Internet Services.** Depending upon the facilities at the location to which the Service is being provided, Access from AT&T can be provided via either DSL Service or IP Broadband Internet Service, which are referred to as the "Underlying Internet Service. Qualifying Households will be provisioned with the highest speed tier Underlying Internet Service available based on the facilities at the applicable residence, based on the following chart. The monthly price that you will be charged for your Access from AT&T will depend on the Underlying Internet Service you receive, as indicated below.

SERVICE NAME	SERVICE TYPE	DOWNLOAD RANGE	UPLOAD RANGE	MONTHLY PRICE*
Internet 12	IPBB	6.1-12 Mbps	.512-1.5 Mbps	\$10 / month
Internet 10	IPBB	6-10 Mbps	.6-1.0 Mbps	\$10 / month
Internet Basic 6	IPBB	3.1-6.0 Mbps	.512-1.0 Mbps	\$10 / month
FastAccess DSL XtremePro High Speed Internet Elite	DSL	3.1-6.0 Mbps	.512-1.0 Mbps	\$10 / month
Internet Basic 5	IPBB	3-5 Mbps	.6-1.0 Mbps	\$10 / month
Internet Basic 3	IPBB	1.56-3.0 Mbps	.384-1.0 Mbps	\$5 / month
FastAccess DSL Xtreme FastAccess DSL Direct Xtreme High Speed Internet Pro	DSL	1.56-3.0 Mbps	.384-1.0 Mbps	\$5 / month
Internet Basic 1.5	IPBB	1-1.5 Mbps	.384-1.0 Mbps	\$5 / month
FastAccess DSL Ultra FastAccess DSL Direct Ultra High Speed Internet Express	DSL	.769-1.5 Mbps	128-384 Kbps	\$5 / month
Internet Basic 768	IPBB	200-768 Kbps	128-384 Kbps	\$5 / month
FastAccess DSL Lite FastAccess DSL Direct Lite High Speed Internet Basic	DSL	200-768 Kbps	128-384 Kbps	\$5 / month

*\* Prices are as of the effective date of this Agreement only and may be subject to change. Please call 855.220.5211 or visit <https://www.att.com/shop/internet/access/#/> for current prices.*

Service availability and speed may vary by address. AT&T will assign you the fastest speed tier Underlying Internet Service available where you live, which shall be at AT&T's sole discretion.

If none of the speeds identified in the chart above are technically available at your address, you will not be able to participate in the Access from AT&T program.

**Underlying Internet Service Terms.** Other terms applicable to your Access for AT&T program will depend on Underlying Internet Service you receive. In general, you will be subject to all the terms applicable to the Service Type into which your Underlying Internet Service falls. However, notwithstanding the applicable Underlying Internet Service terms, Qualifying Households who participate in the Access for AT&T program will not be required to

- (1) make any annual or monthly term commitments.
- (2) provide a deposit in order to initiate installation or activation of the Underlying Internet Service; or
- (3) pay an installation fee associated with the installation of the Underlying Internet Service

**Additional Equipment for Access from AT&T Customers.** AT&T will make available to you certain equipment for use in connection with your Access from AT&T Service, which may include a Wi-Fi Gateway ("WG") located inside your premises.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG.

**Exhibit 7.a.iii**

Exhibit 7.a.iv

# AT&T INTERNET

## Consumer Fee Schedule

(Current as of November 15, 2017)

This Consumer Fee Schedule sets out certain fees applicable to the Internet Services identified in the table below, which Internet Services are subject to the Terms of Service contained in the AT&T Internet Terms of Service available at <https://www.att.com/internet-terms>.

This Consumer Fee Schedule is incorporated into and made a part of the AT&T Internet Terms of Service. Terms not otherwise defined herein are defined in the AT&T Internet Terms of Service.

In addition to any amounts due for Internet Services and/or Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice by publishing an update to this Consumer Fee Schedule to [www.att.com/ConsumerInternetFees](http://www.att.com/ConsumerInternetFees). Additionally, taxes may apply and vary by location. If you have any questions, please call 800.288.2020.

### Consumer Internet Fee Schedule

Monthly Fees					
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	When You Pay
Equipment Fee	N/A	N/A	\$2, \$4, \$7 or \$10 Varies by plan purchased and date of purchase	N/A	Monthly depending upon the plan purchased.
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	N/A	Varies by state	\$5	\$5	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

Transactional Fees					
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	When You Pay
Activation Fee	N/A	\$49 (waived if technician install)	\$35 (waived if technician install)		Fee when you activate service.
Bill Reprint Fee	Up to \$5 per bill	Up to \$5 per bill	Up to \$5 per bill	Up to \$5 per bill	If you request a paper bill reprint.
Early Termination Fee	N/A	\$180 (pro-rated by number of months completed)	\$180 (pro-rated by number of months completed)	\$120 (pro-rated by number of months completed)	If you terminate your service prior to completing your agreed upon term.
Shipping & Handling Fee	N/A	\$12.95	N/A	N/A	If we ship equipment to you.

Exhibit 7.a.iv

**AT&T INTERNET**  
**Consumer Fee Schedule**  
(Current as of November 15, 2017)

Transactional Fees					
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	When You Pay
Expedited Shipping Fee	N/A	\$22.95	N/A	N/A	If you request expedited delivery of equipment.
Installation Fee	N/A	\$99 customer install fee. If customer needs assistance \$149 technician install	\$99 customer install fee. If customer needs assistance \$99 technician install	\$99 customer install fee.	If you have new service installed.
Late Payment Fee	Up to \$6.50	Up to \$6.50	\$9	\$5	If you don't pay your bill by the due date.
Modem/Wireless Gateway	N/A	\$75 – Modem  \$100 – Wireless Gateway	N/A	N/A	
Non-Return Equipment Fee	N/A	N/A	\$150	\$150	If you fail to return your equipment after canceling service.
NSF/Returned Check Fee	Up to \$30	Up to \$30	Up to \$30	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$35	\$35	\$35	\$35	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	N/A	\$99 (\$149 for Dispatch on Demand)	\$99 (\$149 for Dispatch on Demand)	\$99	If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$149 applies.

Exhibit 7.a.v

# AT&T INTERNET Consumer Fee Schedule

This Consumer Fee Schedule sets out certain fees applicable to the Internet Services identified in the table below, which Internet Services are subject to the Terms of Service contained in the AT&T Internet Terms of Service available at <https://www.att.com/internet-terms>.

This Consumer Fee Schedule is incorporated into and made a part of the AT&T Internet Terms of Service. Terms not otherwise defined herein are defined in the AT&T Internet Terms of Service.

In addition to any amounts due for Internet Services and/or Equipment, the following fees may apply. AT&T reserves the right to change these fees, increase or decrease these fees, or impose additional fees without notice by publishing an update to this Consumer Fee Schedule to [www.att.com/ConsumerInternetFees](http://www.att.com/ConsumerInternetFees). Additionally, taxes may apply and vary by location. If you have any questions, please call 800.288.2020.

## **Consumer Internet Fee Schedule (Effective November 15, 2017)**

*The following fees are effective as of November 15, 2017*

Monthly Fees					
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	When You Pay
Equipment Fee	N/A	N/A	\$2, \$4, \$7 or \$10 Varies by plan purchased and date of purchase	N/A	Monthly depending upon the plan purchased.
State Cost Recovery Fee	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Texas only (0.525%)	Fee/Surcharge imposed by AT&T to recover costs imposed on the company.
Vacation Hold	N/A	Varies by state	\$5	\$5	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

Transactional Fees					
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	When You Pay
Activation Fee	N/A	\$49 (waived if technician install)	\$35 (waived if technician install)		Fee when you activate service.
Bill Reprint Fee	Up to \$5 per bill	Up to \$5 per bill	Up to \$5 per bill	Up to \$5 per bill	If you request a paper bill reprint.
Early Termination Fee	N/A	\$180 (pro-rated by number of months completed)	\$180 (pro-rated by number of months completed)	\$120 (pro-rated by number of months completed)	If you terminate your service prior to completing your agreed upon term.
Shipping & Handling Fee	N/A	\$12.95	N/A	N/A	If we ship equipment to you.
Expedited Shipping Fee	N/A	\$22.95	N/A	N/A	If you request expedited delivery of equipment.

Exhibit 7.a.v

# AT&T INTERNET Consumer Fee Schedule

Transactional Fees					
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	When You Pay
Installation Fee	N/A	\$99 customer install fee. If customer needs assistance \$149 technician install	\$99 customer install fee. If customer needs assistance \$99 technician install	\$99 customer install fee.	If you have new service installed.
Late Payment Fee	Up to \$6.50	Up to \$6.50	\$9	\$5	If you don't pay your bill by the due date.
Modem / Wireless Gateway	N/A	\$75 – Modem  \$100 – Wireless Gateway	N/A	N/A	
Non-Return Equipment Fee	N/A	N/A	\$150	\$150	If you fail to return your equipment after canceling service.
NSF / Returned Check Fee	Up to \$30	Up to \$30	Up to \$30	Up to \$30	If you make a payment by check or other method that is declined.
Payment Convenience Fee	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	\$5 per bill/payment	If you make your payment with the assistance of an Authorized Retail Agent, Customer Service or Collections Representative.
Restoral Fee	\$35	\$35	\$35	\$35	When you restore your service after it is placed in a minimum service state or suspended for non-payment.
Service Repair Dispatch Fee	N/A	\$99 (\$149 for Dispatch on Demand)	\$99 (\$149 for Dispatch on Demand)	\$99	If we have to dispatch a truck to repair your service. If you refuse to troubleshoot, the fee of \$149 applies.

Exhibit 7.a.v

# AT&T INTERNET Consumer Fee Schedule

**Pending Changes to the Consumer Internet Fee Schedule**

*The following reflects changes to the Fee Schedule that will take effect on February 1, 2018.*

Monthly Fees					
Fee	Dial-up Service	DSL Service	IP Broadband Service	Fixed Wireless	When You Pay
Vacation Hold	N/A	Varies by state	\$7	\$7	Monthly recurring charge if you put your service on a temporary hold while on vacation (up to 9 months). If you have U-verse TV, AT&T Phone and Internet you will be required to put all three on hold, including all phone line(s).

## Exhibit 7.b.i

### Broadband Information

Information About the Network Practices,  
Performance Characteristics & Commercial  
Terms of AT&T's Mass Market  
Broadband Internet Access Services

En Español



At AT&T, we want our customers to have information to more fully understand and enjoy the services we offer. To help keep customers informed about our mass market broadband Internet access services, the AT&T website ([www.att.com](http://www.att.com)) describes the mass market wireless and wired broadband Internet access services we offer. In this document, we provide information about the network practices, performance characteristics, and commercial terms applicable to our mass market wired, mobile and Wi-Fi broadband Internet access services, consistent with the Federal Communications Commission's Open Internet Rules. This information should help customers make informed choices about how to use those services, and will assist providers of Internet applications, content and services in developing, marketing and maintaining their Internet offerings. We encourage mass market customers and other users of our network to familiarize themselves with this information, and to provide AT&T with feedback about our mass market broadband Internet access services so that we can continue to provide an excellent experience.

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### Network Practices

#### **How does AT&T manage congestion with respect to its mass market broadband Internet access services?**

AT&T strives to provide a high-quality Internet experience for all of our customers. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with those networks (and the networks with which those networks are connected) on mutually agreeable terms. The links AT&T and other networks use to exchange such traffic may become congested at times. Consistent with its agreements with those other networks and its long-standing practice, AT&T may establish or expand the connections between its network and other networks, but only on mutually agreeable terms. If AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect customers' ability to upload or download data to Internet endpoints connected to those networks. AT&T does not guarantee that it will establish or expand the connections between its network and other networks, or that subscribers will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

In addition, like the other networks that make up the Internet, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide broadband services are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise. Nonetheless, temporary congestion may occur when a large number of customers in a concentrated area access the network at the same time or when some customers consume a very large amount of network capacity during busy periods, such as at stadium events, during peak usage times, or during planned network maintenance.

AT&T invests billions of dollars annually to address potential congestion in its broadband networks. As is common in the industry, we use network management practices and other tools to manage network resources for the benefit of all of our mobile broadband customers, especially during periods when network demand exceeds available network resources (also known as "congestion"). As you would expect, our network management practices and our service offerings have evolved over time to benefit our customers and take advantage of the billions we have spent to expand and augment our networks.

One network management practice we use to manage our network resources may affect certain customers with AT&T post-paid and GoPhone unlimited mobile data plans ("AT&T Unlimited Data Plans"). Specifically, if a customer on an AT&T Unlimited Data Plan exceeds 22GB of data usage in a billing period, he or she may experience reduced data speeds and increased latency during periods of congestion as compared to other customers using the same cell site. As always, even when subject to network management practices, these customers have the comfort of knowing that, no matter how much data they use in a billing cycle, they will never be subject to overage charges and will pay a single monthly flat rate. That is our essential promise with the AT&T Unlimited Data Plans. Reduced speeds and increased latency may cause web sites to load more slowly or affect the performance of data-heavy activities such as video streaming or interactive gaming. However, an affected AT&T Unlimited Data Plan customer will experience reduced speeds and increased latency only if he or she has already exceeded his or her 22GB data usage threshold in a billing period and uses data at a cell site experiencing network congestion at the same moment. As soon as the congestion at the cell site abates, or if the customer's session migrates to an uncongested cell site, speeds and latency are not affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for the affected AT&T Unlimited Data Plan customer may also vary significantly, but such impact will last only as long as the site is congested.

We will notify AT&T Unlimited Data Plan customers during each billing cycle when their usage reaches 75% of the 22GB threshold (i.e., 16.5GB) so they can adjust their usage to avoid network management practices that may result in slower data speeds.



## Exhibit 7.b.i

We apply a comparable network management practice to AT&T's Wireless Home Phone & Internet plans with 250GB and 500GB data allotments, which are available in select areas, except that such practice is "always on" and may affect customers during periods of congestion regardless how much data they have used in a billing period. Specifically, such customers may experience reduced data speeds and increased latency during periods of congestion as compared to other customers using the same cell site. As soon as the congestion at the cell site abates, speeds and latency will no longer be affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for the affected AT&T Unlimited Data Plan customer may also vary significantly, but such impact will last only as long as the site is congested.

With the ever increasing growth in smart phone and tablet usage on our networks, and the growing prevalence of video downloads, AT&T has deployed a reasonable network management video optimization technique in our mobile data network. That technique delivers recorded video to the user's device in a "just in time" fashion ("Buffer Tuning"). Buffer Tuning only applies to internet browser traffic (HTTP, port 80) for recorded video downloads, regardless of the source (including AT&T branded or 3rd party content), and does not affect real-time streaming video. Without Buffer Tuning, video content may be completely delivered to the device and charged against the user's data plan regardless of whether it is viewed. With Buffer Tuning, a sufficient amount of video is delivered to the device so that the user can start viewing the video, and the remainder of the video is delivered just in time to the device as needed for uninterrupted viewing. This optimizes the user's data plan consumption. Additionally, this frees up network resources for all users. Buffer Tuning does not alter video content and should not directly introduce any adverse impact to the viewing experience.

Another reasonable network management practice we use to more efficiently manage our network resources is Stream Saver, which is a feature we offer on many of our wireless plans that include data. Stream Saver allows customers to watch more video over our wireless network while using less data by streaming content recognized as video content at Standard Definition quality, similar to DVD (about 480p). Stream Saver applies only to recognized video content delivered over AT&T's wireless network. Once activated by AT&T on a customer's account for plans that include Stream Saver, the customer can turn it off and back on at any time via the customer's online account or by calling AT&T. Content providers can opt out of Stream Saver, in which case Stream Saver does not impact delivery of their video content. Stream Saver is discussed further below, and more information is available [here](#).

### **Does AT&T limit data usage? Does AT&T provide any tools to help customers monitor and control their data usage?**

We have developed data plans for our wired and mobile broadband Internet access services so that our customers can choose from a variety of rate plans that best reflect their own usage levels, and the manner in which they intend to use their service. For example, some AT&T data plans designated for use only with a basic phone or smart phone may not be used with a LaptopConnect card, tablet, or stand-alone mobile hotspot device. However, customers wishing to use their service in such a manner, such as with a mobile hotspot device, may purchase other plans that permit such use. AT&T provides usage calculators, alerts, and other tools for our wired and mobile broadband Internet access services to assist customers in estimating their anticipated usage levels. For more information, please click here ([wired](#)) and here ([mobile](#)). In addition, we send notices to our customers when they are approaching the applicable usage thresholds for our tiered wired and mobile services.

Our Mobile Share Advantage Plans provide customers allotments of high speed data that they may share among different devices, and some of our GoPhone plans (not including Wireless Home Phone & Internet or Mobile Hotspot) provide an allotment of high speed data to the specific line. Once Mobile Share Advantage or these GoPhone customers exceed their allotments of high speed data -- which includes the plan data, any available Rollover Data or other data allotments customers may have -- during a billing period, they may continue to consume data at no extra charge, but at significantly lower speeds when connected to the cellular network. Specifically, after one of these customers uses all available data allotments in a billing cycle, the customer's service over the cellular network will transmit data at a maximum of 128Kbps for the remainder of the billing cycle unless the customer upgrades to a rate plan with a higher allotment of high speed data access before the end of the billing cycle. Once a customer's speeds are limited like this, the customer's connection over the cellular network should still allow viewing a web page or checking email. Bandwidth-intensive activities, including audio and video streaming, picture and video messaging, select apps and services, as well as other usage (including sponsored data) will be impacted and may not be fully functional. But, when the next billing cycle begins, the customer will once again have high speed data access. We will notify customers during each billing cycle when their data usage reaches 75%, 90% and 100% of their monthly high speed data allotment so that they are aware of their amount of data usage and can make adjustments to avoid slower speeds. When connected to a Wi-Fi network, the customer's speed will not be impacted. For information regarding Rollover Data for Mobile Share Advantage Plans, click [here](#), and for GoPhone plans, click [here](#).

We also have a sponsored data program that enables third parties to pay for the data usage for specific content on behalf of eligible AT&T wireless customers. With AT&T Sponsored Data, eligible customers can sample, browse, stream and enjoy applications, content and services provided by data sponsors without using up their monthly data allotments. Sponsored data thus effectively extends a customer's data usage allotment, and enables providers of online content, applications and services to encourage users to sample their services. For information about AT&T's sponsored data program, click [here](#).

Another way we help wireless customers manage their data usage is through Stream Saver, which is a feature offered on many of our wireless plans that include data. Stream Saver allows customers to watch more video over our wireless network while using less data by streaming content recognized as video content at Standard Definition quality, similar to DVD (about 480p). Stream Saver requires a compatible device and, once activated by AT&T on a customer's account for plans that include Stream Saver, the customer can turn it off and back on at any time via the customer's online account or by calling AT&T. Stream Saver may not be able to recognize all video content, and any unrecognized higher resolution video will continue to stream at its normal speed and resolution. Content providers can opt out of Stream Saver, in which case Stream Saver does not impact their video content. For more information about Stream Saver, click [here](#).

For those geographic areas that are not served by AT&T's owned and operated mobile networks, we try to provide customers with data services through agreements with other carriers. The use of customers' devices to access data over another carrier's networks -- both domestic and international -- is called "off-net" or "roaming" usage. Our ability to make off-net or roaming services available to customers is based on a variety of dynamic factors, including business considerations, the terms of the agreements we have at any given time with other wireless carriers, and the network technology, frequency(ies) and functionality of those networks. We do not guarantee the availability, quality of coverage or speed for data services that are accessed using other carrier networks and we may reduce speeds or suspend the data service available on these networks at any time without notice. We update our coverage maps regularly to show where we provide domestic off-net and international roaming services. To obtain the most recent coverage updates you may access the maps [here](#).

### **Does AT&T favor certain Internet applications by blocking, throttling or modifying particular protocols on its broadband Internet access service?**

No, AT&T does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against our network or our customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions. In addition, we prevent the use of certain ports on our wired and Wi-Fi broadband Internet access services to help protect our customers and network against malicious activity, as discussed below.

The AT&T Copyright Alert Program was established to respond to alleged copyright infringement activities using peer-to-peer file sharing, and attempts to educate customers about the importance of protecting copyright and lawful use of content available over the Internet. Under the program, content owners may notify AT&T of alleged copyright infringement based on the IP address of a user. AT&T then will attempt to identify a subscriber account based on that IP address and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, then AT&T may take action consistent with Section 512(i) of the Digital Millennium Copyright Act, which may result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process --AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: <https://copyright.att.net/home>.

### **What practices has AT&T adopted to manage network security?**

### Exhibit 7.b.i

AT&T takes the security of our customers and our network very seriously. We proactively monitor network activity to help guard against a wide range of security threats, including viruses, botnets, worms, distributed denial of service attacks, SPAM, and other harmful activity. We encourage customers to adopt their own security practices.

We use a variety of network tools to monitor network activity and health to maintain its stability and functionality, to protect the network against threats, and for other operational purposes. We store the information we gather through this monitoring for only as long as we have a business purpose to maintain it. The AT&T Privacy Policy describes how we collect, use and share this information. You can view AT&T's Privacy Policy at: [www.att.com/privacy](http://www.att.com/privacy).

If we detect a security threat, we will typically attempt to isolate the threat and minimize the impact to network service. We may use a variety of security measures to protect the network, including blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of our network, or taking other actions to address the threat. For example, as described in more detail below, we block certain ports that transfer malicious or disruptive traffic (such as Ports 25, 135, 139, 445, and 1900). We attempt to limit actions to the specific portions of our network or customer base impacted by the security threat and only for as long as necessary to mitigate the threat.

AT&T may scan or analyze network addresses that are registered through AT&T, including addresses that may have been delegated to customers, and/or routes that originate from AT&T-provided networks to detect vulnerabilities that might be used to compromise AT&T or customer assets or might be used in attacks against others. In doing so, we seek to avoid disrupting network service to customers. We may use information derived from these activities to identify and address security issues or to notify customers of issues.

As noted above, AT&T blocks certain ports that transfer malicious or disruptive traffic to protect our customers and our network. Below is more information about port blocking that is currently in place. We may block additional ports in the future based upon threat assessments.

Port	Transport	Protocol	Direction	Threats
0	TCP	Reserved	Both	Reserved Port
19	UDP	Chargen	Both	Reflective DDOS
25	TCP	SMTP	Outbound	SPAM, Malware
68	UDP	BOOTP	Outbound	DHCP server spoofing
123	UDP	NTP	Both	Reflective DDOS
135	TCP	NetBios	Both	Worms, Malware, Reflective DDOS
139	TCP	NetBios	Both	Worms, Malware
445	TCP	MS-DS SMB	Both	Worms, Malware
520	UDP	RIPv1	Both	Reflective DDOS
1900	UDP	SSDP	Both	Reflective DDOS
3479	TCP	Twrpc	Both	End user device instability
7547	TCP	CWMP	Inbound	End user device instability

**Port 0/TCP:** Port 0 is a reserved port. This port should not be used for any applications. Blocking protects our customers from potentially harmful types of network abuses.

**Port 19/UDP:** Port 19 Chargen is a protocol designed to generate a stream of characters for debugging and measurement. Because more recent tools have been developed for measurement and debugging purposes, blocking protects against use of this port in Reflective DDOS attacks.

**Port 25/TCP:** Simple Mail Transport Protocol (SMTP) is used to send email. Port 25/TCP may be blocked from customers with dynamically-assigned Internet Protocol (IP) addresses to protect systems from becoming a mail relay for SPAM. Customers can subscribe to AT&T SMTP services if they need to host an SMTP server on the Internet.

**Port 68/UDP:** Port 68 is used to obtain dynamic IP address information from a dynamic host configuration protocol (DHCP) server. Port 68 may be blocked to eliminate the risk of exposure to a rogue DHCP server.

**Port 123/UDP:** Network Time Protocol (NTP) is used to accurately synchronize computer time of day to a reference time server. Some aspects of Port 123 may be limited to minimize malicious use. Poorly-configured NTP servers can be used for Reflective DDOS attacks, and some devices provide NTP service inadvertently, which exacerbates the port's malicious use.

**Port 135/TCP:** NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing files unintentionally, worms, and viruses.

**Port 139/TCP:** NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking protects customers from exposing critical system files unintentionally, which could give system access to a malicious actor.

**Port 445/TCP:** NetBIOS is a network file sharing protocol and is also known as Common Internet File System or LanManager. Blocking mitigates a potential threat to certain operating systems. Similar to our blocking of Ports 135 and 139, blocking Port 445 protects customers from exposing files unintentionally, worms, and viruses.

**Port 520/UDP:** RIPv1 - UDP port 520 is used by the Routing Information Protocol (RIP) to share network routing information. RIPv1 was designed to support route information sharing on small classful (class A, B, C, D) networks and has limited usefulness in today's classless networks. Port 520 has been used by malicious actors to generate Reflective DDOS attacks.

**Port 1900/UDP:** Universal Plug and Play (UPnP) is a protocol standard designed to allow device discovery over a local network. Some home routers may expose this port to the Internet, which could allow attackers to defeat the security attributes of Network Address Translation (NAT) and allow attackers to use the port for Reflective DDOS attacks.

**Port 3479/TCP:** Twrpc is a protocol used for remote management of end user devices. Blocking this port protects customers from improper use of the port, which can cause end user device instability.

**Port 7547/TCP:** CPE WAN Management Protocol (CWMP) is a protocol used for remote management of end user devices. Blocking this port protects customers from improper use of the port, which can cause end user device instability.

## Exhibit 7.b.i

### **Does AT&T restrict the types of devices that customers can use with its mass market broadband Internet access services?**

AT&T customers may use devices of their choice (PC, Smartphones, Tablets, Smart TV, etc.) to connect to our wired broadband Internet access service via the wiring at their home or business premises, or via Wi-Fi connected to their AT&T wired broadband Internet access service (connection options vary based on device capabilities). Customers of our mass market mobile services may attach 3G- or 4G-capable devices of their choice to our mobile broadband Internet access services, so long as the devices are FCC-approved, compatible with the technology used in our mobile network, and do not harm our network or other users. AT&T has retired its 2G network and we will not activate 2G-only capable devices. Our wired and Wi-Fi networks require compatible Ethernet or Wi-Fi capable devices. AT&T generally does not support IEEE802.11b or earlier Wi-Fi protocols. Devices must also be used in a manner consistent with our terms of service and Acceptable Use Policy. For example, some data plans are designated for use with only a basic phone or smartphone, in which case customers may not use their device to provide an Internet access connection to other equipment/devices (such as computers, netbooks, tablets, other phones, USB modems, network routers, media players, gaming consoles, or other data-capable devices) by tethering, by SIM card transfer, or any other means. However, customers wishing to use their service with a mobile hotspot/tethering device may purchase a data plan that already includes such use.

## Performance Characteristics

### **What factors affect the performance of my mass market broadband Internet access service?**

AT&T offers many mass market broadband Internet access service options, each of which may have a different service capability speed. The term speed is commonly used as a shorthand way to describe the capacity at which a particular mass market broadband Internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps or Gbps). Some applications, like a short email without attachments or basic web browsing, do not require high service capability speeds to function optimally. Other activities, like transferring large data files, can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

Because service performance varies on an end-to-end basis, AT&T's service capability speeds are limited to, and measured between, your location and a point on AT&T's network, which constitutes only one segment of the end to end transmission path connecting your location to Internet websites or content providers. End-to-end performance of your service depends on a variety of factors, including: the number of subscribers simultaneously using the network; customer location; destination and traffic on the Internet; Wi-Fi connectivity; the capabilities and performance of your Local Area Network (LAN); interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment; the capacity or performance of your devices or modem; the server with which you are communicating; internal network management factors (including overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and the networks you and others are using when communicating.

AT&T offers a wide variety of services to its customers (including Voice over Internet Protocol (VoIP), Internet Protocol (IP)-video, unified messaging, Voice over LTE (VoLTE), enterprise networking services, and other services), which share AT&T's network infrastructure and may affect the availability of network resources for broadband Internet access services. Your use of these services may affect the performance of your mass market broadband Internet access service. These services may rely on particular network practices to assign different levels of priority dynamically or statically. AT&T does not currently have the capability to make any such functionality available to edge providers. In addition, although AT&T engineers its network to accommodate all users and user types based on a variety of factors, including average and anticipated peak usage of the network, many factors cannot be anticipated or are outside of AT&T's control. These factors can impact the availability of network resources for mass market broadband Internet access services at any particular time. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis.

Other factors that are relevant to specific services include, but are not limited to, the following:

- **Wired Services.** Service performance may be affected by the wiring inside your premises, the distance between your premises and an AT&T central office, the capabilities of your computer, and the applications you use. In addition, to provide our U-verse TV customers with a consistently high-quality video service, the speed of AT&T broadband Internet access service may be reduced when a customer is using his or her U-verse TV service in a manner that requires high bandwidth. Please click [here](#) for our High-Speed Internet Access Terms of Service.
- **Mobile Services.** Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site and the services they are using, the surrounding terrain, use inside a building or a moving vehicle, radio frequency interference, the capabilities of your device, applicable network management practices as discussed above, and the applications you use. In addition, AT&T has designed its wireless services to provide our customers with a high-quality voice experience during simultaneous voice and data sessions, which may affect data performance, including but not limited to a temporary reduction in speed to minimize the likelihood of dropped calls.
- **Wi-Fi Services.** Wi-Fi hot spots are generally provided at a given site on behalf of the business owner or operator for the benefit of their patrons. It is common practice that the Internet access is shared between both the business' patrons and the business' operational traffic. In some instances, business operational traffic may be prioritized to minimize the potential impact on critical communications, such as credit card processing. This prioritization may intermittently impact the speed available. Additionally, service performance may be affected by your proximity to a Wi-Fi hot spot, the capacity of the Wi-Fi equipment at the hot spot, the number of other users connected to the same site, the composition of the building where the hot spot is located (wood, concrete, etc.), radio frequency interference, the capabilities of your Wi-Fi capable device, the Internet connection to the Wi-Fi hot spot, per-user bandwidth limits used to provide fair Internet access at a hot spot, and speed tier options made available at the hot spot.

### **Where can I find information about the performance of my mass market broadband Internet access service?**

Because many different factors can affect the performance of your mass market broadband Internet access service, AT&T does not guarantee specific performance levels (such as of speed or latency or packet loss) for our mass market broadband Internet access services. We strive to manage our network to provide you optimal performance. The performance you can expect to receive from the mass market broadband Internet access services we offer is described below.

#### **Speed**

- **Wired Service.**
  - AT&T offers mass market wired broadband Internet access services in discrete speed tiers. Our mass market wired broadband Internet access customers should expect to see service capability speeds within the speed tier of their service plan. For example, a customer with AT&T's High Speed Internet Elite Service should expect service capability download speeds between 3.1 and 6.0 Mbps. Please click [here](#) for a list of our wired service offerings and expected speeds. To find out which speed tier is well-suited for the types of applications you use most often, please click [here](#).
  - The table below sets forth data showing the median, and ranges of, actual download and upload speeds for AT&T's mass market wired broadband Internet access services, by transport technology and speed tier. The range reported is from the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were.
  - Unless a service tier is noted with an asterisk (\*), the reported information comes from data compiled by the FCC's Measuring Broadband America (MBA) initiative between March 2016 and August 2016. For more information about the FCC's MBA initiative, including how speeds are measured, go to [www.fcc.gov/measuring-broadband-america](http://www.fcc.gov/measuring-broadband-america).
  - Service tiers noted with an asterisk were not included in the FCC's MBA initiative either because they are new products with limited availability or do not meet the program's reporting requirements. Information included below for such service tiers comes from data compiled independently by AT&T using the same speed testing technology and methodology used in the FCC's MBA initiative. The data for these tiers are based on limited sample sizes, and will be updated periodically. An entry of "N/A" signifies that reliable data are not available.

Exhibit 7.b.i

Product Name	Technology	Download Speed (Mbps)			Upload Speed (Mbps)		
		25th Percentile	Median	75th Percentile	25th Percentile	Median	75th Percentile
FastAccess DSL Lite or High Speed Internet Basic or FastAccess Business DSL Lite	ADSL	0.240	0.430	0.620	0.090	0.100	0.110
Internet Basic 768	ADSL2+	0.610	0.640	0.720	0.270	0.290	0.320
FastAccess DSL Ultra or High Speed Internet Express or FastAccess Business DSL	ADSL	1.0	1.2	1.6	0.240	0.260	0.310
Internet Basic 1.5 or High Speed Internet Express	ADSL2+	0.8	1.3	1.7	0.300	0.330	0.360
FastAccess DSL Xtreme or High Speed Internet Pro or FastAccess Business DSL Plus	ADSL	2.2	2.4	3.0	0.300	0.360	0.440
Internet Basic 3	ADSL2+	2.1	2.6	3.4	0.420	0.470	0.510
Internet Basic 3	VDSL2/GPON/BPON/EGPON	2.9	3.2	3.8	0.8	1.1	1.3
Internet Basic 5 (5x1)*	ADSL2+/VDSL2	6.0	6.0	6.1	1.2	1.3	1.3
Internet Basic 5 (5x5)*	GPON	6.0	6.1	6.1	6.1	6.3	6.3
FastAccess DSL Xtreme 6.0 or High Speed Internet Elite or FastAccess Business DSL 6.0	ADSL	5.0	5.4	6.5	0.390	0.480	0.620
Internet Basic 6	ADSL2+	5.4	6.0	6.7	0.660	0.690	0.730
Internet Basic 6	VDSL2/GPON/BPON/EGPON	5.6	6.4	7.6	0.4	0.6	0.7
Internet 10 (10x1)*	ADSL2+/VDSL2	12.8	12.8	12.8	1.0	1.1	1.1
Internet 10 (10x10)*	GPON	12.1	12.4	12.7	12.2	12.4	12.6
Internet 12	ADSL2+	11.5	12.3	14.2	0.9	0.9	1.0
Internet 12	VDSL2/GPON/BPON/EGPON	14.3	13.9	15.2	1.7	1.7	1.9
Internet 18	VDSL2/ADSL2+/GPON/BPON/EGPON	13.3	15.3	18.5	1.8	1.7	1.9
Internet 24	VDSL2/ADSL2+/GPON	24.4	26.2	29.0	1.8	1.8	1.9
Internet 25 (25x2)*	ADSL2+	25.8	25.8	25.9	1.9	1.9	1.9
Internet 25 (25x5)*	VDSL2	24.1	26.0	26.4	5.6	5.6	5.6
Internet 25 (25x25) or Internet 25s*	GPON	30.6	30.5	30.8	30.3	30.4	30.5
Internet 45	VDSL2/GPON	40.2	42.6	49.5	5.7	5.7	5.9
Internet 50 (50x10)*	VDSL2	56.5	57.4	58.7	12.1	12.1	12.2
Internet 50 (50x50) or Internet 50s*	GPON	61.5	61.5	61.6	61.0	61.0	61.0
Internet 75* (75x8)*	VDSL2	78.5	79.2	80.0	7.4	7.4	7.4
Internet 100 (100x20)*	VDSL2	85.9	89.0	90.9	20.2	20.2	20.2
Internet 100 or Internet 100s*	GPON	122.7	122.9	123.2	122.0	122.0	122.0
Internet 300 or Internet 300s*	GPON	305.5	328.9	369.7	366.2	366.2	366.2
Internet 1000 or Internet 1000s*	GPON	N/A	N/A	N/A	N/A	N/A	N/A
Internet 200*	GPON	246	246	246	49	49	49
Internet 200s*	GPON	245	246	246	243	243	244
Internet 500*	GPON	520	520	520	98	98	98
Internet 500s*	GPON	520	520	520	468	469	471
DIRECTV Internet 100x100*	ETHERNET	116.5	120.6	124.3	118.8	120.9	124.4
DIRECTV Internet 20x5*	ETHERNET	19.7	20.6	21.5	6.4	6.7	7.0
DIRECTV Internet 10x1*	ETHERNET	10.8	11.1	11.4	2.3	2.9	2.3
DIRECTV Internet 6x2*	ETHERNET	7.1	7.6	7.8	2.9	2.9	3.0
DIRECTV Internet 3x2*	ETHERNET	2.6	2.9	2.9	2.8	2.8	3.1

- **Fixed Wireless Service.** AT&T's mass market fixed wireless broadband Internet access service provides qualified households and small business with Internet access service using LTE technology, an outdoor antenna affixed to the customer's premises and an indoor Wi-Fi Gateway. The service is designed to provide high speed access to the Internet with download speeds of at least 10Mbps. It does not impose a maximum speed limit, and thus provides customers with the highest speed available from the network at the customer's location and at a given point of time. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.
- The table below sets forth data showing the actual download and upload speeds for AT&T's mass market fixed wireless broadband Internet access service.

	Download	Upload
Fixed Wireless Internet	10Mbps or over	1Mbps or over

**Mobile Service.** Most of AT&T's mass market mobile broadband Internet access services do not impose maximum speed limits, and thus provide customers with the highest speed available from the network at a particular location and at a given point in time, subject to the factors and the network management practices that can affect network performance, discussed above. Certain service plans include maximum data transmission rates for video and/or other data traffic. For example, AT&T's Unlimited Choice plan limits data transmission rates to 1.5Mbps for video and 3.0Mbps for other data traffic. Similarly, AT&T's Unlimited Plus plan provides customers a monthly per line allotment of mobile hotspot/tethering usage without any data transmission rate limit. After an AT&T Unlimited Plus plan customer has consumed the tethering allotment for a particular line, the data transmission rate for tethered data for that device will be limited to a significantly slower speed (e.g., 128Kbps) for the remainder of the bill cycle, as set forth in the terms of the plan.

In no case does AT&T guarantee particular speeds for its mass market mobile broadband Internet access services. Speeds available are affected by many different factors that can impact wireless network performance as discussed above. Based on data compiled by AT&T through crowd-sourced speed tests, AT&T expects customers will typically experience the following speeds, subject to location, device, and other factors as discussed above (the range reported is from the 25th to the

### Exhibit 7.b.i

75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were):

Technology	Download (in Mbps)	Upload (in Mbps)
3G	3 to 7	.7 to 1
4G	2 to 7	.4 to 1
4G LTE	6 to 29	2 to 11

Detailed download and upload speed performance by Cellular Market Area (CMA) can be found [here](#).

**Wi-Fi Service.** AT&T's mass market Wi-Fi broadband Internet access service is designed to provide customers with the highest speed available from the network at any given point in time, subject to the many different factors discussed above that can affect network performance. AT&T's Wi-Fi services generally support the IEEE 802.11n/ac standard, with some AT&T locations also supporting the IEEE 802.11a/b/g standard. Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over 10 Mbps to over a gigabit per second, actual Wi-Fi service speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications; the result is that the theoretical maximum speed you can receive is 40%-50% of the quoted Wi-Fi standard speed. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi hotspot you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. For more information about AT&T's mass market Wi-Fi broadband Internet access services, please click [here](#).

#### Latency

Latency, also known as delay, is the amount of time from when a data packet is sent to when it is received. For mass market broadband Internet access services, latency is usually expressed as the round-trip time in milliseconds (ms) that it takes for a data packet to travel between two end points on the Internet (from point A to point B and then back to point A). Some applications, such as email, can tolerate a substantial amount of latency without any noticeable impact on the application's performance. Other applications, such as real-time video conferencing, require lower latency to function properly. End-to-end latency reflects the cumulative effect of the individual latencies that occur along the end-to-end network path.

Although latencies can vary due to several factors, including some beyond AT&T's control, our mass market broadband Internet access service customers can typically expect the following round-trip latencies when accessing the Internet:

- **Wired Service:**
  - The table below sets forth data showing the median, and ranges of, actual latency for AT&T's mass market wired broadband Internet access services, by transport technology and speed tier. The range reported is from the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were.
  - Unless a service tier is noted with an asterisk (\*), the reported information comes from data compiled by the FCC's MBA initiative between March 2016 and August 2016. For more information about the FCC's MBA initiative, including how speeds are measured, go to [www.fcc.gov/measuring-broadband-america](http://www.fcc.gov/measuring-broadband-america).
  - Service tiers noted with an asterisk were not included in the FCC's MBA initiative either because they are new products with limited availability or do not meet the program's reporting requirements. Information included below for such service tiers comes from data compiled independently by AT&T using the same speed testing technology and methodology used in the FCC's MBA initiative. The data for these tiers are based on limited sample sizes, and will be updated periodically. An entry of "N/A" signifies that reliable data are not available.

Product Name	Technology	Latency(Ms)		
		25th Percentile	Median	75th Percentile
FastAccess DSL Lite or High Speed Internet Basic or FastAccess Business DSL Lite	ADSL	34.3	71.7	77.3
Internet Basic 768	ADSL2+	19.9	44.3	53.4
FastAccess DSL Ultra or High Speed Internet Express or FastAccess Business DSL	ADSL	28.5	56.6	50.9
Internet Basic 1.5 or High Speed Internet Express	ADSL2+	33.2	107.2	97.4
FastAccess DSL Xtreme or High Speed Internet Pro or FastAccess Business DSL Plus	ADSL	25.3	48.7	45.2
Internet Basic 3	ADSL2+	20.2	40.0	42.6
Internet Basic 3	VDLS2/GPON/BPON/EGPON	25.3	32.9	31.4
Internet Basic 5 (5x1)*	ADSL2+/VDLS2	23.6	23.7	23.9
Internet Basic 5 (5x5)*	GPON	39.5	45.2	51.2
FastAccess DSL Xtreme 6.0 or High Speed Internet Elite or FastAccess Business DSL 6.0	ADSL	22.7	41.6	43.7
Internet Basic 6	ADSL2+	24.7	34.7	37.7
Internet Basic 6	VDLS2/GPON/BPON/EGPON	24.2	35.3	37.6
Internet 10 (10x1)*	ADSL2+/VDLS2	28.7	29.2	29.3
Internet 10 (10x10)*	GPON	46.3	46.4	46.9
Internet 12	ADSL2+	24.5	32.7	33.9
Internet 12	VDLS2/GPON/BPON/EGPON	25.6	34.4	38.6
Internet 18	VDLS2/ADSL2+/GPON/BPON/EGPON	23.4	40.8	42.3
Internet 24	VDLS2/ADSL2+/GPON	25.0	35.0	35.9
Internet 25 (25x2)*	ADSL2+	18.6	33.3	51.7
Internet 25 (25x5)*	VDLS2	18.6	33.3	51.7
Internet 25 (25x25) or Internet 25s*	GPON	28.6	29.3	29.5
Internet 45	VDLS2/GPON	28.4	37.2	31.2
Internet 50 (50x10)*	VDLS2	51.0	51.3	51.8

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Internet 50 (50x50) or Internet 50s*	GPON	27.6	28.3	28.4
Internet 75* (75x8)*	VDLSL2	53.9	56.1	57.9
Internet 100 (100X20)*	VDLSL2	76.4	76.7	77.1
Internet 100 or Internet 100s*	GPON	30.4	49.5	65.6
Internet 300 or Internet 300s*	GPON	41.3	46.3	48.3
Internet 1000 or Internet 1000s*	GPON	N/A	N/A	N/A
Internet 200*	GPON	30	32	33
Internet 200s*	GPON	29	30	32
Internet 500*	GPON	29	31	35
Internet 500s*	GPON	28	30	35
DIRECTV Internet 100x100*	ETHERNET	15.0	16.6	19.8
DIRECTV Internet 20x5*	ETHERNET	17.0	18.4	19.0
DIRECTV Internet 10x1*	ETHERNET	23.2	28.9	34.2
DIRECTV Internet 6x2*	ETHERNET	24.9	30.9	35.5
DIRECTV Internet 3x2*	ETHERNET	30.8	42.0	48.9

▪ **Fixed Wireless Service:** The table below sets forth data showing the actual latency of AT&T's mass market fixed wireless broadband Internet access service. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.

	Latency
Fixed Wireless Internet	100ms or less

**Mobile Service:** Based on data compiled by AT&T through crowd-sourced performance tests, AT&T expects customers will typically experience the following latency, subject to location, device, and other factors as discussed above (the range reported is from the 25th to the 75th percentile, which means that the 25th percentile lower bound is the value below which 25% of the test readings were, and the 75th percentile upper bound is the value below which 75% of the test readings were):

Technology	Time in milliseconds
3G	78 to 116
4G	63 to 106
4G LTE	35 to 66

Detailed latency performance by Cellular Market Area (CMA) can be found [here](#).

**Wi-Fi Service:** approximately 10 to 250 milliseconds

**Packet Loss**

Packet loss occurs when one or more packets of data traveling across the network fail to reach their destination, typically due to network congestion, and is measured as a percentage of packets lost with respect to packets sent. A small percentage of packet loss is inevitable, and indeed desirable, in Internet protocol networks and applications. These networks and applications have been designed to tolerate dropped packets and rely on packet retransmission to replace such packets to maintain high speed transmission of data across the Internet. Without some packet loss, network (and thus application) performance could degrade significantly. Although packet loss can vary due to several factors, including some beyond AT&T's control, our mass market wired broadband Internet access service customers can typically expect the following end-to-end packet loss statistics when accessing the Internet:

- **Wired Service:**
  - The table below sets forth the median actual packet loss for AT&T's mass market wired broadband Internet access services, by transport technology and speed tier.
  - Unless a service tier is noted with an asterisk (\*), the reported information comes from data compiled by the FCC's MBA initiative between March 2016 and August 2016. For more information about the FCC's MBA initiative, including how speeds are measured, go to [www.fcc.gov/measuring-broadband-america](http://www.fcc.gov/measuring-broadband-america).
  - Service tiers noted with an asterisk were not included in the FCC's MBA initiative either because they are new products with limited availability or do not meet the program's reporting requirements. Information included below for such service tiers comes from data compiled independently by AT&T using the same speed testing technology and methodology used in the FCC's MBA initiative. The data for these tiers are based on limited sample sizes, and will be updated periodically. An entry of "N/A" signifies that reliable data are not available.

Product Name	Technology	Packet Loss (%) Median
FastAccess DSL Lite or High Speed Internet Basic or FastAccess Business DSL Lite	ADSL	2.6
Internet Basic 768	ADSL2+	1.0
FastAccess DSL Ultra or High Speed Internet Express or FastAccess Business DSL	ADSL	2.0
Internet Basic 1.5 or High Speed Internet Express	ADSL2+	2.1
FastAccess DSL Xtreme or High Speed Internet Pro or FastAccess Business DSL Plus	ADSL	1.9
Internet Basic 3	ADSL2+	1.9
Internet Basic 3	VDLSL2/GPON/BPON/EGPON	1.4
Internet Basic 5 (5x1)*	ADSL2+/VDLSL2	0.3
Internet Basic 5 (5x5)*	GPON	0.3
FastAccess DSL Xtreme 6.0 or High Speed Internet Elite or FastAccess Business DSL 6.0	ADSL	1.8

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Internet Basic 6	ADSL2+	1.3
Internet Basic 6	VDSL2/GPON/BPON/EGPON	1.5
Internet 10 (10x1)*	ADSL2+/VDSL2	0.2
Internet 10 (10x10)*	GPON	2.2
Internet 12	ADSL2+	1.0
Internet 12	VDSL2/GPON/BPON/EGPON	1.7
Internet 18	VDSL2/ADSL2+/GPON/BPON/EGPON	1.0
Internet 24	VDSL2/ADSL2+/GPON	1.3
Internet 25 (25x2)*	ADSL2+	0.8
Internet 25 (25x5)*	VDSL2	0.3
Internet 25 (25x25) or Internet 25s*	GPON	0.1
Internet 45	VDSL2/GPON	1.5
Internet 50 (50x10)*	VDSL2	0.2
Internet 50 (50x50) or Internet 50s*	GPON	0.2
Internet 75* (75x8)*	VDSL2	0.5
Internet 100 (100x20)*	VDSL2	0.2
Internet 100 or Internet 100s*	GPON	0.3
Internet 300 or Internet 300s*	GPON	0.9
Internet 1000 or Internet 1000s*	GPON	N/A
Internet 200*	GPON	0.11
Internet 200s*	GPON	0.05
Internet 500*	GPON	0.38
Internet 500s*	GPON	0.14
DIRECTV Internet 100x100*	ETHERNET	0.03
DIRECTV Internet 20x5*	ETHERNET	0.33
DIRECTV Internet 10x1*	ETHERNET	0.05
DIRECTV Internet 6x2*	ETHERNET	0.08
DIRECTV Internet 3x2*	ETHERNET	0.65

▪ **Fixed Wireless Service:** The table below sets forth data showing the actual latency of AT&T's mass market fixed wireless broadband Internet access service. Service performance may be affected by your proximity to a cell site, the capacity of the cell site, the number of other users connected to the same cell site, the surrounding terrain, radio frequency interference, applicable network management practices, and the applications you use.

	Packet Loss
Fixed Wireless Internet	2.3% or less

## Commercial Terms

### Where can I find the prices and other fees that apply to the AT&T mass market broadband Internet access services?

Descriptions of the prices and fees applicable to the AT&T mass market broadband Internet access services are available on the AT&T website. For more information, please see the following:

#### Rates and Data Plan Pricing Information

- [Consumer Wired Rates and Data Plans and Fees](#)
- [Consumer Mobile Rates and Data Plans and Fees](#)
- [Fixed Wireless Internet Data Plan and Rates and Fees](#)
- [Small Business Wired Rates and Fees](#)
- [Small Business Mobile Rates and Data Plans and Fees](#)
- [Wi-Fi Rates](#)

#### Early Termination Fees

- [Consumer Mobile Early Termination Fees](#)
- [Consumer Wired Early Termination Fees](#)
- [Small Business Wired Early Termination Fees](#)
- [Small Business Mobile Early Termination Fees](#)
- Wi-Fi Small Site, Wi-Fi On-the-Go, and Wi-Fi Ready Zone products do not have Early Termination Fees

### Where can I find the Terms of Service and the Acceptable Use Policy that apply to the AT&T mass market broadband Internet access services?

The Terms of Service and Acceptable Use Policy applicable to the AT&T mass market broadband Internet access services are available on the AT&T website at the following links:

#### Terms of Service

- [Wired](#)
- [Consumer Mobile Postpaid](#)
- [Fixed Wireless Internet](#)
- [GoPhone](#)
- [Small Business Mobile](#)
- [Wi-Fi](#)

#### Acceptable Use Policy

<https://www.att.com/gen/public-affairs?pid=20879>

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- [Wired, Mobile & Wi-Fi](#)

***Does AT&T have a privacy policy for its mass market broadband Internet access services?***

Yes. At AT&T, we take our customers' privacy very seriously. We have a comprehensive Privacy Policy that applies to all uses of AT&T products and services. This Privacy Policy identifies and describes the way AT&T uses and protects the information we collect about customers and users. You can view the AT&T Privacy Policy at [www.att.com/privacy](http://www.att.com/privacy).

***Where can I get assistance if I have a concern or need more information about my AT&T broadband Internet access service?***

If you have questions or concerns about your mass market AT&T broadband Internet access service, please contact us at [www.att.com/econtactus](http://www.att.com/econtactus).

***Where can application developers and device manufacturers get more information about developing applications or devices for use on the AT&T mobile network?***

If you are an application developer or device manufacturer, AT&T has a wide range of tools and resources available to help you design, test, and market your applications or devices. Please click [here](#) to visit our website for application developers, and click [here](#) to visit our website for device manufacturers.

***Where can I get assistance if I have a concern or need more information about peering with AT&T?***

If you have questions about peering with AT&T, please contact us at <http://www.corp.att.com/peering>.

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*Last updated: April 24, 2017.*



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Personal | Business ▾ About AT&T

# Broadband Information

Information About the Network Practices,  
Performance Characteristics & Commercial  
Terms of AT&T's Mass Market  
Broadband Internet Access Services

En Español



At AT&T, we want our customers to have information to more fully understand and enjoy the services we offer. To help keep customers informed about our mass market broadband Internet access services, the AT&T website ([www.att.com](http://www.att.com)) describes the mass market wireless and wired broadband Internet access services we offer. In this document, we provide information about the network practices, performance characteristics, and commercial terms applicable to our mass market wired, mobile and Wi-Fi broadband Internet access services, consistent with the Federal Communications Commission's Open Internet Rules. This information should help customers make informed choices about how to use those services, and will assist providers of Internet applications, content and services in developing, marketing and maintaining their Internet offerings. We encourage mass market customers and other users of our network to familiarize themselves with this information, and to provide AT&T with feedback about our mass market broadband Internet access services so that we can continue to provide an excellent experience.

Nothing in this document changes your rights and obligations, or ours, under our terms of service associated with the applicable products, Acceptable Use Policy ("AUP") or Privacy Policy. This document and the information contained in it are provided for informational purposes only and may be changed at any time, without notice.

## Network Practices

### *How does AT&T manage congestion with respect to its mass market broadband Internet access services?*

AT&T strives to provide a high-quality Internet experience for all of our customers. Because the Internet consists of multiple interconnected networks and most Internet end points (e.g., websites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with those networks (and the networks with which those networks are connected) on mutually agreeable terms. The links AT&T and other networks use to exchange such traffic may become congested at times. Consistent with its agreements with those other networks and its long-standing practice, AT&T may establish or expand the connections between its network and other networks, but only on mutually agreeable terms. If AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect customers' ability to upload or download data to Internet endpoints connected to those networks. AT&T does not guarantee that it will establish or expand the connections between its network and other networks, or that subscribers will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

In addition, like the other networks that make up the Internet, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide broadband services are shared among AT&T's subscribers. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise. Nonetheless, temporary congestion may occur when a large number of customers in

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a concentrated area access the network at the same time or when some customers consume a very large amount of network capacity during busy periods, such as at stadium events, during peak usage times, or during planned network maintenance.

AT&T invests billions of dollars annually to address potential congestion in its broadband networks. As is common in the industry, we use network management practices and other tools to manage network resources for the benefit of all of our mobile broadband customers, especially during periods when network demand exceeds available network resources (also known as "congestion"). As you would expect, our network management practices and our service offerings have evolved over time to benefit our customers and take advantage of the billions we have spent to expand and augment our networks.

One network management practice we use to manage our wireless network resources may affect certain customers with AT&T post-paid and AT&T PREPAID<sup>SM</sup> unlimited mobile data plans ("AT&T Unlimited Data Plans"). Specifically, if a customer on an AT&T Unlimited Data Plan exceeds 22GB of data usage in a billing period, he or she may experience reduced data speeds and increased latency during periods of congestion as compared to other customers using the same cell site. As always, even when subject to network management practices, these customers have the comfort of knowing that, no matter how much data they use in a billing cycle, they will never be subject to overage charges and will pay a single monthly flat rate. That is our essential promise with the AT&T Unlimited Data Plans. Reduced speeds and increased latency may cause web sites to load more slowly or affect the performance of data-heavy activities such as video streaming or interactive gaming. However, an affected AT&T Unlimited Data Plan customer will experience reduced speeds and increased latency only if he or she has already exceeded his or her 22GB data usage threshold in a billing period and uses data at a cell site experiencing network congestion at the same moment. As soon as the congestion at the cell site abates, or if the customer's session migrates to an uncongested cell site, speeds and latency are not affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for the affected AT&T Unlimited Data Plan customer may also vary significantly, but such impact will last only as long as the site is congested.

We will notify AT&T Unlimited Data Plan customers during each billing cycle when their usage reaches 75% of the 22GB threshold (i.e., 16.5GB) so they can adjust their usage to avoid network management practices that may result in slower data speeds.

We apply a comparable network management practice to AT&T's Wireless Home Phone & Internet plans with 250GB and 500GB data allotments, which are available in select areas, except that such practice is "always on" and may affect customers during periods of congestion regardless how much data they have used in a billing period. Specifically, such customers may experience reduced data speeds and increased latency during periods of congestion as compared to other customers using the same cell site. As soon as the congestion at the cell site abates, speeds and latency will no longer be affected. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact for the affected AT&T Unlimited Data Plan customer may also vary significantly, but such impact will last only as long as the site is congested.

With the ever increasing growth in smart phone and tablet usage on our wireless networks, and the growing prevalence of video downloads, AT&T has deployed a reasonable network management video optimization technique in our mobile data network. That technique delivers recorded video to the user's device in a "just in time" fashion ("Buffer Tuning"). Buffer Tuning only applies to internet browser traffic (HTTP, port 80) for recorded video downloads, regardless of the source (including AT&T branded or 3rd party content), and does not affect real-time streaming video. Without Buffer Tuning, video content may be completely delivered to the device and charged against the user's data plan regardless of whether it is viewed. With Buffer Tuning, a sufficient amount of video is delivered to the device so that the user can start viewing the video, and the remainder of the video is delivered just in time to the device as needed for uninterrupted viewing. This optimizes the user's data plan consumption. Additionally, this frees up network resources for all users. Buffer Tuning does not alter video content and should not directly introduce any adverse impact to the viewing experience.

Another reasonable network management practice we use to more efficiently manage our wireless network resources is Stream Saver, which is a feature we offer on many of our wireless plans that include data. Stream

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Saver allows customers to watch more video over our wireless network while using less data by streaming content recognized as video content at Standard Definition quality, similar to DVD (about 480p). Stream Saver applies only to recognized video content delivered over AT&T's wireless network. Once activated by AT&T on a customer's account for plans that include Stream Saver, the customer can turn it off and back on at any time via the customer's online account or by calling AT&T. Content providers can opt out of Stream Saver, in which case Stream Saver does not impact delivery of their video content. Stream Saver is discussed further below, and more information is available [here](#).

***Does AT&T limit data usage? Does AT&T provide any tools to help customers monitor and control their data usage?***

We have developed speed tiers for our wired and data plans for our mobile broadband Internet access services so that our customers can choose from a variety of speed tiers or rate plans that best reflect their own usage levels, and the manner in which they intend to use their service. For example, some AT&T data plans designated for use only with a basic phone or smart phone may not be used with a LaptopConnect card, tablet, or stand-alone mobile hotspot device. However, customers wishing to use their service in such a manner, such as with a mobile hotspot device, may purchase other plans that permit such use. AT&T provides usage calculators, alerts, and other tools for our wired and mobile broadband Internet access services to assist customers in estimating their anticipated usage levels. For more information, please click here ([wired](#)) and here ([mobile](#)). In addition, we send notices to our customers when they are approaching the applicable usage thresholds for our tiered wired and mobile services.

Our Mobile Share Advantage Plans provide customers allotments of high speed data that they may share among different devices, and some of our AT&T PREPAIDSM plans (not including Wireless Home Phone & Internet or Mobile Hotspot) provide an allotment of high speed data to the specific line. Once Mobile Share Advantage or these AT&T PREPAIDSM customers exceed their allotments of high speed data -- which includes the plan data, any available Rollover Data or other data allotments customers may have -- during a billing period, they may continue to consume data at no extra charge, but at significantly lower speeds when connected to the cellular network. Specifically, after one of these customers uses all available data allotments in a billing cycle, the customer's service over the cellular network will transmit data at a maximum of 128Kbps for the remainder of the billing cycle unless the customer upgrades to a rate plan with a higher allotment of high speed data access before the end of the billing cycle. Once a customer's speeds are limited like this, the customer's connection over the cellular network should still allow viewing a web page or checking email. Bandwidth-intensive activities, including audio and video streaming, picture and video messaging, select apps and services, as well as other usage (including sponsored data) will be impacted and may not be fully functional. But, when the next billing cycle begins, the customer will once again have high speed data access. We will notify customers during each billing cycle when their data usage reaches either 75% or 90% of their monthly high speed allotment (or at both intervals), and when they reach 100% of their monthly high speed data allotment so that they are aware of their amount of data usage and can make adjustments to avoid slower speeds. When connected to a Wi-Fi network, the customer's speed will not be impacted. For information regarding Rollover Data for Mobile Share Advantage Plans, click [here](#), and for AT&T PREPAID<sup>SM</sup> plans, click [here](#).

We also have a sponsored data program that enables third parties to pay for the data usage for specific content on behalf of eligible AT&T wireless customers. With AT&T Sponsored Data, eligible customers can sample, browse, stream and enjoy applications, content and services provided by data sponsors without using up their monthly data allotments. Sponsored data thus effectively extends a customer's data usage allotment, and enables providers of online content, applications and services to encourage users to sample their services. For information about AT&T's sponsored data program, click [here](#).

Another way we help wireless customers manage their data usage is through Stream Saver, which is a feature offered on many of our wireless plans that include data. Stream Saver allows customers to watch more video over our wireless network while using less data by streaming content recognized as video content at Standard Definition quality, similar to DVD (about 480p). Stream Saver requires a compatible device and, once activated by AT&T on a customer's account for plans that include Stream Saver, the customer can turn it off and back on at any time via the customer's online account or by calling AT&T. Stream Saver may not be able to recognize all video content, and any unrecognized higher resolution video will continue to stream at its normal speed and resolution. Content providers can opt out of Stream Saver, in which case Stream Saver does not impact their video content. For more information about Stream Saver, click [here](#).

For those geographic areas that are not served by AT&T's owned and operated mobile networks, we try to provide customers with data services through agreements with other carriers. The use of customers' devices to

## Exhibit 7.b.ii

access data over another carrier's networks – both domestic and international – is called "off-net" or "roaming" usage. Our ability to make off-net or roaming services available to customers is based on a variety of dynamic factors, including business considerations, the terms of the agreements we have at any given time with other wireless carriers, and the network technology, frequency(ies) and functionality of those networks. We do not guarantee the availability, quality of coverage or speed for data services that are accessed using other carrier networks and we may reduce speeds or suspend the data service available on these networks at any time without notice. We update our coverage maps regularly to show where we provide domestic off-net and international roaming services. To obtain the most recent coverage updates you may access the maps [here](#).

### ***How does AT&T handle alleged copyright infringement by subscribers to its broadband Internet access services?***

The AT&T Copyright Alert Program was established to respond to alleged copyright infringement activities using peer-to-peer file sharing, and attempts to educate customers about the importance of protecting copyright and lawful use of content available over the Internet. Under the program, content owners may notify AT&T of alleged copyright infringement based on the IP address of a user. AT&T then will attempt to identify a subscriber account based on that IP address and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, then AT&T may take action consistent with Section 512(i) of the Digital Millennium Copyright Act, which may result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process —AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T's Copyright Alert Program, please go to: <https://copyright.att.net/home>.

### ***Does AT&T favor certain websites or Internet applications by blocking, throttling, or modifying particular protocols on its broadband Internet access service?***

No, AT&T does not favor certain websites or Internet applications by blocking, throttling, or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against our network or our customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions. In addition, we prevent the use of certain ports on our wired and Wi-Fi broadband Internet access services to help protect our customers and network against malicious activity, as discussed below.

### ***What practices has AT&T adopted to manage network security?***

AT&T takes the security of our customers and our network very seriously. We proactively monitor network activity to help guard against a wide range of security threats, including viruses, botnets, worms, distributed denial of service attacks, SPAM, and other harmful activity. We encourage customers to adopt their own security practices.

We use a variety of network tools to monitor network activity and health to maintain its stability and functionality, to protect the network against threats, and for other operational purposes. We store the information we gather through this monitoring for only as long as we have a business purpose to maintain it. The AT&T Privacy Policy describes how we collect, use and share this information. You can view AT&T's Privacy Policy at: [www.att.com/privacy](http://www.att.com/privacy).

If we detect a security threat, we will typically attempt to isolate the threat and minimize the impact to network service. We may use a variety of security measures to protect the network, including blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of our network, or taking other actions to address the threat. For example, as described in more detail below, we block certain ports that transfer malicious or disruptive traffic (such as Ports 25, 135, 139, 445, and 1900). We attempt to limit actions to the specific portions of our network or customer base impacted by the security threat and only for as long as necessary to mitigate the threat.

AT&T may scan or analyze network addresses that are registered through AT&T, including addresses that may have been delegated to customers, and/or routes that originate from AT&T-provided networks to detect vulnerabilities that might be used to compromise AT&T or customer assets or might be used in attacks against