

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
Applications of AT&T Inc. and DIRECTV) MB Docket No. 14-90
for Consent To Assign or Transfer Control of)
Licenses and Authorizations)

AT&T INC. SEMI-ANNUAL COMPLIANCE REPORT ON
AT&T/DIRECTV MERGER CONDITIONS

JANUARY 25, 2016

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I. INTRODUCTION & COMPLIANCE OVERVIEW

On July 24, 2015, the Federal Communications Commission (“Commission”) approved, subject to conditions, the applications of AT&T Inc. and DIRECTV (collectively “AT&T” or the “Company”) to transfer control of various Commission licenses and other authorizations from DIRECTV to AT&T pursuant to Section 310(d) of the Communications Act of 1934, as amended (the “Act”).¹ The transaction closed the same day.

AT&T submits this first semi-annual report demonstrating compliance with the conditions set forth in Appendix B (the “Conditions”) of the *Merger Order*.² This report describes AT&T’s compliance with the following Conditions: (1) Fiber to the Premises (“FTTP”) deployment;³ (2) the provision of 1 Gigabit FTTP Service to covered E-rate eligible schools and libraries;⁴ (3) non-discriminatory usage-based practices;⁵ and (4) the Discounted Broadband Services Program.⁶

¹ *Applications of AT&T Inc. and DIRECTV for Consent to Assign or Transfer Control of Licenses and Authorizations*, Memorandum Opinion and Order, 30 FCC Rcd 9131 (2015) (“*Merger Order*”).

² Based on discussions with Commission staff, this report covers the time period July 24, 2015 to December 31, 2015. Subsequent semi-annual compliance reports will cover the time period of January 1st to June 30th and July 1st to December 31st.

³ *Merger Order*, Appendix B, § III.

⁴ *Id.*

⁵ *Id.*, Appendix B, § IV.

⁶ *Id.*, Appendix B, § VI. The *Merger Order* also imposed specific Internet interconnection disclosure and reporting requirements, but did not require AT&T to include in its semi-annual report a description of its compliance with that Condition. *Id.*, Appendix B, § V. AT&T has filed with the Commission all Internet Interconnection Agreements that are subject to disclosure pursuant to the requirements of the Condition. In addition, on December 31, 2015, AT&T submitted to the Commission its report on a proposed methodology for the reporting of Internet interconnection performance metrics developed by the Independent Measurement Expert. (In its report, AT&T described the proposed methodology and raised three concerns about the

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As this report demonstrates, AT&T is in full compliance with the Conditions. Indeed, AT&T is performing above and beyond the Conditions' requirements. AT&T has exceeded the FTTP deployment milestone for 2015. AT&T also has developed an extensive outreach program to promote the Discounted Broadband Services Program, with plans to encourage over 200 organizations to become ambassadors for the Program (over 10 times the number of organizations required by the Condition). The proposed methodology for identifying E-rate eligible covered schools and libraries for 1 Gigabit-per-second ("Gbps") FTTP Service offers sweeps well beyond what the Commission contemplated. And, AT&T has responded, or intends to respond, to E-rate bids from covered schools and libraries seeking broadband Internet access services above 1 Gbps speeds.

In addition to the Conditions on which AT&T is required to report semi-annually, the *Merger Order* imposed certain compliance program Conditions.⁷ AT&T has satisfied the Conditions to appoint a Company Compliance Officer,⁸ develop and implement an Implementation and Compliance Plan,⁹ and engage an Independent Compliance Officer¹⁰ within

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proposal.) After the Commission approves the methodology, AT&T will implement that methodology and begin reporting the network performance metrics on the approved schedule.

⁷ *Id.*, Appendix B, § VII.

⁸ *Id.*, Appendix B, § VII(1) ("Within thirty (30) calendar days after the Closing Date, the Company shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Company Compliance Officer and to discharge the Company's duties with respect to the conditions specified in this Appendix B.").

⁹ *Id.*, Appendix B, § VII(2) ("The Company agrees that it shall, within sixty (60) calendar days after the Closing Date, develop and implement an Implementation and Compliance Plan designed to ensure its implementation of and compliance with the conditions specified in this Appendix B, establishing, *inter alia*, mechanisms to provide, on an ongoing basis, adequate

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the time frames required by the Conditions, and continues to comply with any associated Program and Reporting Conditions on an ongoing basis. AT&T has designated Edward Barillari, Senior Vice President – Chief Compliance Office, as the Company Compliance Officer. AT&T has engaged Donald K. Stern as the Independent Compliance Officer, who has been approved by the Commission’s Office of General Counsel.¹¹ To date, AT&T has had several meetings with Mr. Stern and his team from Affiliated Monitors, Inc. to educate them about the Conditions, AT&T’s Implementation and Compliance Plan, steps that AT&T has taken and plans to take to implement the Conditions, and the semi-annual compliance reports.

As described in AT&T’s Implementation and Compliance Plan, AT&T has assembled a team of employees, including company officers, senior-level managers and attorneys, to develop, coordinate, and oversee implementation of the Conditions within the specified time frames. A Program Management Team, led by AT&T officers, has overall responsibility for overseeing compliance for all Conditions. In addition, AT&T has established six “Working Teams” to oversee and ensure compliance with a specific Condition (or portion of a Condition). These Working Teams include AT&T officers and senior-level employees whose ordinary course

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notice and training to all Company personnel involved with the activities covered by the conditions in this Appendix B.”).

¹⁰ *Id.*, Appendix B, § VII(3)(a) (“Within ninety (90) days of the Closing Date, an Independent Compliance Officer shall be identified, whose selection is acceptable to the Company and approved by the Commission’s Office of General Counsel, in consultation with the Wireline Competition Bureau.”).

¹¹ Public Notice, *Independent Compliance Officer Identified in Accordance with AT&T-DIRECTV Merger Condition*, DA 15-1207 (Oct. 23, 2015).

responsibilities within AT&T encompass the activities covered by the Condition to which they have been assigned.¹²

This report is divided into separate sections for each specific Condition. The first part of each section provides the text of the Condition as set forth in Appendix B of the *Merger Order*. The second part of each section provides an overview of the processes and specific steps that AT&T has implemented to comply with the Condition, and the specific reporting requirements and associated exhibits required for each Condition.

¹² In addition, AT&T has provided training to the Working Teams responsible for implementing and tracking compliance with the Conditions to ensure that they understand their obligation to promptly report any potential material noncompliance with any Condition. AT&T also has established an internal mechanism for reporting potential violations, and all such reports will be promptly reviewed and investigated by members of AT&T's Program Management Team.

II. FTTP DEPLOYMENT AND PROVISION OF GIGABIT FTTP SERVICE TO COVERED E-RATE ELIGIBLE SCHOOLS AND LIBRARIES

A. STATEMENT OF THE CONDITION

1. Condition

- a. Within four (4) years, in accordance with the timing requirements set forth in subparts 2.a.(i) through 2.a.(v), the Company shall deploy FTTP-based Broadband Internet Access Service to at least 12.5 million mass-market customer locations,¹³ such as those occupied by residences, home offices, and very small businesses (and excluding locations solely occupied by large enterprises and institutions), of which no more than 2.9 million may be upgrades to customer locations that receive speeds of 45 Mbps or more using fiber to the node (“FTTN”) technology:
 - (i) By December 31, 2015, the Company shall expand its FTTP coverage to at least 1.6 million of the aforementioned customer locations, including locations built as of April 15, 2015;
 - (ii) By December 31, 2016, the Company shall expand its FTTP coverage to at least 2.6 million of the aforementioned customer locations;
 - (iii) By December 31, 2017, the Company shall expand its FTTP coverage to at least 5.0 million of the aforementioned customer locations;
 - (iv) By December 31, 2018, the Company shall expand its FTTP coverage to at least 8.3 million of the aforementioned customer locations; and
 - (v) Within four (4) years of the Closing Date the Company will complete the aforementioned FTTP deployment to all 12.5 million customer locations and the Company will offer

¹³ Customer locations are defined as addresses to which the Company has the technical ability to provide Broadband Internet Access Service and excluding broadband-connected locations such as gates, ATMs, and elevators (“Customer Locations”).

speeds of 45 Mbps or more to at least 25.7 million customer locations.

- b. No more than 1.5 million greenfield locations (*i.e.*, locations at which wire or fiber lines have not been deployed previously) may be counted towards the 12.5 million customer locations required in subsection 2.a.
- c. The Company may not use, receive, or request any Connect America Funds (“CAF”) for the investments required to satisfy the 12.5 million FTTP deployment transaction commitment or for operating expenses for such locations after such are deployed. Specifically, 12.5 million geocoded locations reported for purposes of this condition cannot be counted towards satisfying any CAF requirements.¹⁴
- d. In addition to the 12.5 million FTTP locations required by this condition, the Company is obliged to offer 1 Gbps FTTP Service (“Gigabit FTTP Service”) to any E-rate eligible school or library located within or contiguous to a distribution area in which the Company deploys FTTP-based service, including all of the distribution areas included with the 12.5 million FTTP buildout, which includes approximately 6,000 E-rate eligible schools and libraries (“covered schools and libraries”). Provided however, the Company is not obliged to deploy Gigabit FTTP Service to schools and libraries outside of its wireline footprint. In order to satisfy this condition, the Company must offer Gigabit FTTP Service in response to a Form 470 seeking bids for Gigabit FTTP Service to any covered school or library, pursuant to the E-rate rules, and it must engage in affirmative and adequate outreach to make all covered schools and libraries aware of the opportunity to purchase its Gigabit FTTP Services. The Company shall make adjustments to its outreach efforts in response to reasonable requests from the Commission’s Office of General Counsel.

¹⁴ This would include but is not limited to any of the CAF programs, as well as any other Universal Service Fund (“USF”) programs that the Commission may implement at a future date.

2. Reporting

- a. The Company shall submit a report in accordance with the filing and service requirements set forth in Section VII.5. herein on a semi-annual basis that describes its compliance with subsections 2.a.-c. of this condition, with the first such report to be submitted six (6) months after the Closing Date, in a format similar to the report that the Company submits in connection with receiving CAF Phase I support, and is expected to submit in Phase II, which must include at least the following, in electronic format:
 - (i) The number of new customer locations to which FTTP service has been deployed during the reporting period;
 - (ii) A CSV file (comma separated values file) or other form approved by the Commission staff for each location to which FTTP service has been deployed in satisfaction of this deployment condition, information presented in substantially the format shown in the chart below (the same location information collected from CAF Phase I recipients);¹⁵
 - (iii) Any explanatory notes as required; and
 - (iv) Any other information the Independent Compliance Officer determines is reasonably necessary to report on compliance with this condition.

- b. The Company shall submit a report in accordance with the filing and service requirements set forth in Section VII.5. herein on an semi-annual basis that describes its compliance with subsection 2.d. of this condition, with the first such report to be submitted six (6) months after the Closing Date, which must include at least the following, in electronic format:
 - (i) A list of the covered schools and libraries to which the Company has provided a bid for FTTP services pursuant to this condition, the FCC Form 470 associated with each

¹⁵ The Company must provide LAT and LONG; however, if information for a column other than LAT/LONG is unavailable for a given location, that column may be left blank.

- such bid, and information about the monthly recurring charges and any special construction charges associated with each such bid;
- (ii) The number of covered schools and libraries to which Gigabit FTTP Service has been deployed during the reporting period;
 - (iii) A CSV file (comma separated values file) or other form approved by the Commission staff for each school or library location to which Gigabit FTTP Service has been deployed in satisfaction of this deployment condition, information presented in substantially the format shown in the chart below;¹⁶
 - (iv) Any explanatory notes as required;
 - (v) A description of the Company's outreach to covered schools and libraries to notify them of the availability of Gigabit FTTP Service; and
 - (vi) Any other information the Independent Compliance Officer determines is reasonably necessary to report on compliance with this condition.

B. COMPLIANCE REPORT – FTTP DEPLOYMENT

1. Introduction and Working Team

AT&T has established a Working Team that oversees and coordinates implementation of this Condition. This Working Team includes AT&T management personnel who, in the ordinary course of business, lead AT&T's FTTP expansion projects and have a proven track record of developing and executing broadband expansion plans within specified time frames. All members of this Working Team have been trained to understand what is required by this

¹⁶ The Company must provide LAT and LONG; however, if information for a column other than LAT/LONG is unavailable for a given location, that column may be left blank.

Condition, including the buildout milestones and the limitations on counting certain types of Customer Locations towards satisfying this Condition.

The requirements of this Condition have been incorporated into AT&T's ordinary course of business planning processes for broadband expansion. In the ordinary course of business, AT&T identifies potential areas where FTTP might be profitably expanded. AT&T's Construction and Engineering team uses this information as a starting point to develop a working plan for FTTP expansion over the upcoming months and years. The Construction and Engineering team also uses other information, including actual site visits and local field experience, to refine AT&T's FTTP expansion plans. After the Construction and Engineering team adopts a plan, the specific locations to which FTTP is ultimately expanded may deviate from the plan for a variety of reasons (*e.g.*, discovery of construction conditions in the field that would make deployment more difficult or easier than expected). The requirements of this Condition have been incorporated into this process to ensure that all milestones and the final FTTP buildout requirements are achieved.

As discussed further in Section II.B.3 below, AT&T has exceeded the annual milestone for FTTP deployment through 2015 in a manner fully consistent with the Condition's limitations on counting certain types of Customer Locations.

2. Tracking the FTTP Deployment

The Working Team has developed a mechanized process to monitor, track, and document AT&T's progress towards compliance with this Condition. AT&T maintains databases and

systems in the ordinary course that track each Distribution Area (“DA”)¹⁷ and each individual Customer Location to which AT&T deploys FTTP. In the ordinary course of business, AT&T maintains a system that includes, among other things, a unique identifier for each Customer Location to which FTTP has been extended. AT&T’s sales systems track the speeds and technologies at these Customer Locations using the same unique identifier. And AT&T has other systems that identify the geocoordinates for each Customer Location. By linking and combining data from these systems, the Working Team can identify and track, by DA, the number of Customer Locations to which AT&T’s FTTP technology has been extended and, by latitude and longitude, the technology deployed and speeds available at each Customer Location. These systems also provide the information needed for the Working Team to ensure that only Customer Locations that satisfy this Condition are counted towards the milestones and final FTTP buildout requirements.

Very Small Businesses: The Condition requires AT&T to deploy 12.5 million “mass-market customer locations, such as those occupied by residences, home offices, and very small businesses.”¹⁸ However, the Condition does not include a definition for “very small businesses.”

AT&T has developed a system to delineate “very small businesses” from larger businesses to ensure that only FTTP deployment to “mass-market” Customer Locations is counted towards each milestone and the final FTTP buildout requirements. AT&T will define

¹⁷ A DA is an internal measure of geography used by AT&T consisting of [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] Customer Locations.

¹⁸ *Merger Order*, Appendix B, § III(2)(a).

“very small” as any businesses that report they have ten or fewer employees at the Customer Location and will count such business locations within its FTTP deployment towards each milestone and the final FTTP buildout requirements. AT&T will exclude all businesses (and thus business locations) within its FTTP deployment that report having more than ten employees at the Customer Location.

Because the Condition does not define the term “very small businesses,” AT&T evaluated the various Federal Government definitions of small businesses to identify those businesses likely to purchase mass-market retail Broadband Internet Access Services, and thus locations occupied by “very small businesses.” For example, the Small Business Administration (“SBA”) rules define size standards for “small businesses” by industry. The SBA uses either number of employees (commonly, 500 employees) or annual receipts.¹⁹ For certain industries, the size standards for small businesses may range from no more than 100 to no more than 1,500 employees.²⁰ The Affordable Care Act defines two categories of “small businesses,” those with fewer than 25 employees and those with up to 50 employees.²¹ However, based on AT&T’s experience serving small businesses, AT&T believes that companies with ten or fewer employees are most likely to purchase mass-market retail Broadband Internet Access Services. Accordingly, to be conservative, AT&T will treat only those businesses with ten or fewer employees as “very small businesses,” and will count only those Customer Locations occupied

¹⁹ SBA, Small Business Size Standards, <https://www.sba.gov/content/summary-size-standards-industry-sector> (last visited Jan. 17, 2016).

²⁰ 13 C.F.R. §121.201.

²¹ SBA, Health Care, <https://www.sba.gov/healthcare> (last visited Jan. 17, 2016).

by such businesses towards achievement of each milestone and the final FTTP buildout requirements.

AT&T uses Dun & Bradstreet data in the ordinary course of business to identify, by Customer Location, the number of employees at a business location.²² Dun & Bradstreet collects, validates, and periodically updates business registrations, which include reports regarding the number of each business' employees, from state government registries throughout the country. The Dun & Bradstreet data allow AT&T to identify business Customer Locations that have ten or fewer employees. AT&T will rely on these data to identify business locations that count towards fulfillment of the FTTP deployment requirements in this Condition.

Multiple Dwelling Units (“MDUs”): AT&T has systems that enable AT&T's Working Team to track FTTP buildout to Customer Locations in MDUs. **[BEGIN CONFIDENTIAL INFORMATION]**

[END

CONFIDENTIAL INFORMATION] Unlike single family homes, however, before AT&T can install service to any specific Customer Location in larger MDUs, AT&T must negotiate or otherwise obtain or confirm rights to enter the MDU (a Right of Access, or “ROA”), engineer the service, and install new wiring or use existing wiring to reach individual Customer Locations within the MDU. Thus, regardless of whether AT&T ultimately deploys FTTP service to Customer Locations in a particular MDU (for example, if the MDU owner has denied AT&T

²² **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

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access to the premises), AT&T has “the technical ability to provide [FTTP-based] Broadband Internet Access Service”²³ to all Customer Locations in that MDU. Consequently, all such Customer Locations count towards the FTTP buildout requirements established by this Condition.

AT&T has a dedicated sales team, AT&T Connected Communities (“ACC”), to negotiate FTTP deployment with MDU owners. AT&T takes the following steps to obtain access and deploy fiber to an MDU. ACC identifies MDUs within a DA for which FTTP will be deployed and contacts the owner of each MDU about obtaining an ROA for FTTP deployment to serve the MDU. If the MDU owner allows access, AT&T then develops a wiring plan to reach the individual Customer Locations within the MDU. If the MDU owner approves the wiring plan, AT&T deploys fiber within the building pursuant to the approved plan.

However, even if the MDU owner rejects AT&T’s request for an ROA or the parties cannot agree on a wiring plan (assuming the owner has granted an ROA in the first place), AT&T will have “the technical ability to provide [FTTP-based] Broadband Internet Access Service”²⁴ to the Customer Locations in the MDU. In both scenarios, AT&T plans to send a certified letter to the owner of the MDU confirming that the MDU owner has not granted AT&T access to deploy fiber within the MDU to document that AT&T has the technical (but not the legal) ability to serve Customer Locations in the MDU. Accordingly, AT&T will count each

²³ *Merger Order*, Appendix B, § III(2)(a) n.2.

²⁴ *Id.*

such MDU Customer Location towards the milestones and the final FTTP buildout requirements.²⁵

Locations With Speeds of 45 Mbps or Higher as of Closing Date: The Working Team’s mechanized tracking systems identify, for each DA, the number of Customer Locations with FTTN technology that received speeds of 45 Mbps or higher as of the Closing Date. Using these data, AT&T’s Working Team will be able to ensure that no more than 2.9 million upgrades to existing FTTN locations with speeds of 45 Mbps or more as of the Closing Date are counted towards the milestones and the final FTTP buildout requirements.²⁶

Greenfield Locations: AT&T’s tracking systems also enable the Working Team to ensure that “no more than 1.5 million greenfield locations (*i.e.*, locations at which wire or fiber lines have not been previously deployed) may be counted towards the 12.5 million Customer Locations required” by this Condition.²⁷ AT&T, in the ordinary course of business, assigns each FTTP buildout in a greenfield area a distinct DA name and number with a unique character designation in the DA name that identifies the DA as a greenfield area. Using these data,

²⁵ AT&T’s sales databases are designed to track locations where AT&T currently can sell service. Thus, AT&T does not in the ordinary course of business track and report the granular information required to be reported in the *Merger Order*, Appendix B, § III(3)(ii) for MDU Customer Locations where it has allocated fiber to an MDU building but the MDU owner has not provided consent for AT&T to deploy fiber to each Customer Location within the MDU. Accordingly, AT&T has not counted such Customer Locations in this report or included such Customer Locations in Exhibit 1. AT&T is in the process of developing the methodology to report such Customer Locations pursuant to this Condition and plans to include any such MDU Customer Locations in future semi-annual reports.

²⁶ *Merger Order*, Appendix B, § III(2)(a).

²⁷ *Id.*, Appendix B, § III(2)(b).

AT&T's Working Team will be able to ensure that no more than 1.5 million greenfield locations are counted towards the milestones and the final FTTP buildout requirements.

Connect American Funds ("CAF") Limitations: The Working Team also uses AT&T's ordinary course practices to ensure that no Customer Locations where FTTP is deployed using CAF subsidies are counted towards compliance with this Condition.²⁸ In the ordinary course of business, AT&T tracks each DA where CAF subsidies are used to fund FTTP deployment. AT&T also tracks each DA where CAF II funding has been accepted for FTTP deployment. Further, to the extent AT&T accepts other future Universal Service Fund program funding for FTTP deployment, DAs where those funds are used also will be tracked. AT&T has not and will not count any Customer Locations in any of these DAs towards compliance with this Condition.

3. Total Deployment

AT&T has deployed FTTP service to [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] mass-market Customer Locations as of December 31, 2015, which is over the number required at this milestone. A total of [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] greenfield Customer Locations are included in this deployment. [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] of the total Customer Locations deployment are upgrades to FTTN technology that received speeds of 45 Mbps or higher as of the Closing

²⁸ *Id.*, Appendix B, § III(2)(c).

Date. No CAF funds were used, received, or requested by AT&T in order to deploy FTTP to these Customer Locations.

4. CSV File Reporting on Each Customer Location

Exhibit 1 is a CSV file that contains information for each Customer Location to which FTTP service has been deployed in satisfaction of this Condition. The Condition requires AT&T to include the following information in the CSV file:

- Census Block Information: Federal Information Processing Standard code for identifying individual census blocks established by U.S. Census Bureau.
- Operating Company Number: A four character number assigned by the National Exchange Carrier Association to identify telecommunications service providers.
- Study Area Code: Number assigned by FCC to identify an operating company's service area.
- Common Language Location Identifier: Alphanumeric code used to identify ILEC wire centers.
- Latitude of the Customer Location.
- Longitude of the Customer Location.

In addition to these fields, Exhibit 1 identifies the DA, the Service Address, State, Zip Code, and the Service Address Identification Number²⁹ for each Customer Location.³⁰

²⁹ The Service Address Identification Number is a unique identification number assigned to each Customer Location in AT&T's databases and systems in the ordinary course of business.

³⁰ AT&T is providing these additional fields because, in the case of Customer Locations in certain MDUs or other locations, each of the required fields may be identical. In addition to the Customer Locations reported in Exhibit 1, **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

C. COMPLIANCE REPORT – GIGABIT OFFERS TO COVERED E-RATE ELIGIBLE SCHOOLS AND LIBRARIES

1. Introduction and Working Team

AT&T has a separate Working Team to oversee and coordinate compliance with the Condition requiring AT&T to offer 1 Gbps FTTP Service to covered E-rate eligible schools and libraries (“E-rate Condition”). This Working Team includes AT&T senior managers who, in the ordinary course of business, oversee AT&T’s business-level broadband Internet access services and its participation in the E-rate program.

The E-rate Condition, like the E-rate program itself, is centered on the Commission’s Form 470 process. The E-rate fiscal year runs from July 1st to June 30th. Under the Commission’s procedures, individual schools and libraries, school districts, library systems, buying consortia and states may post a Form 470 each fiscal year until approximately March, seeking bids for a contract that typically would begin the following July 1st. For example, these entities post Form 470s from about October 2015 into March 2016 for contracts for which E-rate funding will not begin until July 2016. Thus, if awarded, AT&T will begin providing service

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under the E-rate Condition pursuant to Commission rules³¹ on or after July 1, 2016, depending on the customer's desired due date.

As discussed in the sections that follow, AT&T is fully complying with this Condition by (1) identifying covered schools and libraries that are within or contiguous to DAs where AT&T will have deployed FTTP services by the end of the first half of 2016 (*i.e.*, the beginning of the new E-rate funding year); (2) responding to all Form 470s seeking bids for 1 Gigabit FTTP Service to any covered school or library;³² and (3) conducting affirmative and adequate outreach to make covered schools and libraries aware of the opportunity to purchase 1 Gigabit FTTP Services.

2. “Covered Schools and Libraries”

The E-rate Condition requires AT&T “to offer 1 Gbps FTTP Service . . . to any E-rate eligible school or library located within or contiguous to a DA in which the Company deploys FTTP-based service.”³³ AT&T has adopted a methodology for determining the schools and libraries covered by this Condition that sweeps well beyond what the Commission contemplated.

First, AT&T plans to treat as contiguous all schools and libraries that are within a 1,000 feet radius of a Fiber Access Point (“FAP”)³⁴ within a DA in which AT&T has deployed, or

³¹ 47 C.F.R. § 54.507(d)(2).

³² Schools and libraries typically purchase commercial broadband services with a guaranteed quality of service. **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

[END HIGHLY CONFIDENTIAL INFORMATION]

³³ *Merger Order*, Appendix B, § III(2)(d).

³⁴ The FAP is the network connection point in the DA from which all fiber is run to individual Customer Locations. **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

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plans to deploy, FTTP as of the next July 1st. Thus, in order to reach a contiguous covered school or library, AT&T would deploy fiber up to 1,000 feet from the adjacent DA's FAP. (The contiguous covered school or library would be responsible for any associated special construction charges.)

Second, AT&T also will treat as contiguous all schools and libraries that are within 100 feet of the boundary of a DA in which AT&T has deployed, or plans to deploy, FTTP as of the next July 1st. Because FAPs are not precisely in the center of a DA, this methodology will ensure that any school or library that is adjacent to any border of a DA in which AT&T has deployed, or plans to deploy, FTTP as of the next July 1st, is also treated as a covered school or library.

Applying the methodology described above to AT&T's current FTTP build plan, AT&T estimates that approximately 2,000 schools and libraries are "contiguous" to DAs in which AT&T plans to deploy FTTP by July 24, 2019. About 5,700 schools and libraries are located within DAs in which AT&T plans to deploy FTTP by July 24, 2019. Thus, in total, approximately 7,700 schools and libraries will be covered by the Condition as of July 24, 2019, approximately 1,700 more schools and libraries than the Commission projected would be covered in the *Merger Order*.³⁵ Nearly all of these additional 1,700 schools and libraries will be

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³⁵ *Merger Order*, Appendix B, § III(d) (stating that the E-rate Condition covers "approximately 6,000 E-rate eligible schools and libraries").

covered by the Condition because of AT&T’s methodology which expansively identifies “contiguous” schools and libraries.

For purposes of compliance with this Condition during the 2015-2016 E-rate season, for the funding year 2016 which begins July 1, 2016, AT&T first compiled a list of all of the DAs in which AT&T plans to have deployed FTTP-based service by the end of 2015, then compiled a list of all DAs in which AT&T plans to have deployed FTTP-based service during the first half of 2016. Using the most recently available NTIA broadband mapping data on schools and libraries, AT&T then identified all of the E-rate eligible individual schools and libraries located *within* those DAs.³⁶ Using the methodology described above and NTIA broadband mapping data, AT&T also identified E-rate eligible individual schools and libraries “contiguous” to DAs in which AT&T plans to have deployed FTTP-based service by the end of the first half of 2016. As discussed in the sections that follow, AT&T plans to use this list of “covered schools and libraries” for purposes of responding to Form 470s seeking bids for 1 Gigabit FTTP Service, as well as for conducting outreach, during the 2015-2016 E-rate season.

3. Process for Responding to Form 470s

The existing E-rate sales team is responsible for responding to the Form 470s received from covered schools and libraries. AT&T has integrated the requirements of this Condition into

³⁶ The NTIA data provide street addresses and latitude and longitude coordinates for U.S. schools and libraries as of June 2014. See National Broadband Map, Download Data, <http://www.broadbandmap.gov/data-download> (US Community Anchor Institutions) (last visited Jan. 18, 2016). AT&T used the NTIA data to determine the DA in which each school and library resides.

the processes it uses in the ordinary course of business to respond to Form 470s, and has found it necessary to overlay additional processes to meet the Condition.

In October 2015 for the 2015 deployment plan and again in December 2015 for the first half of 2016 deployment plan, the Working Team took the most recent list of covered schools and libraries identified using the methodology described above and searched the Universal Service Administrative Company (“USAC”) databases for the Billed Entity Numbers (“BENs”) under which the identified covered schools and libraries might post a Form 470 seeking bids for services that meet the Condition. Because there is not an automated search mechanism to facilitate this process, the Working Team conducted research on the National Center for Education Statistics website as well as public Internet-based research about each identified covered school and library. AT&T used the research results to determine whether any such individual covered school or library had more than one BEN, and also whether it was associated with another entity, such as a school district or library system, that might itself have filed a Form 470 under which the individual covered school or library might purchase E-rate services. AT&T flagged the BENs identified for those individual schools and libraries, school districts, and library systems in its database used in the ordinary course of business to respond to Form 470s.

The process for determining whether a covered school or library is associated with a consortium is both cumbersome and imprecise. There is not a publicly available list or automated search mechanism to identify whether an individual school or library, school district, or library system is a member of a current or future consortium. Thus, only after a consortium posts a Form 470 is it possible for AT&T to review the consortium’s Form 470 to determine the school districts or library systems that are members of that consortium, and then manually

identify whether any individual covered school or library is a member of those school districts or library systems.

For this reporting period, AT&T used the list of BENs corresponding to individual covered school and libraries, school districts, and library systems, supplemented by the review of consortia Form 470s, to search for any Form 470 posted by these entities. Then, AT&T offered, or plans to offer, 1 Gigabit FTTP Service in response to any Form 470 seeking bids for 1 Gigabit FTTP Service filed by one of the BENs identified for the covered schools and libraries, school districts, or library systems.

AT&T plans to review and refine its processes for responding to Form 470s based on its experience during this reporting period.

4. List of Schools and Libraries to which AT&T Has Provided Bids

Exhibit 2 contains a list of Form 470s to which AT&T has provided a bid to serve a covered school or library with 1 Gigabit FTTP Services pursuant to this Condition as of December 31, 2015, links to the FCC Form 470 associated with each such bid, and information about the monthly recurring charges and any special construction charges associated with each such bid. Exhibit 3 contains copies of the FCC Form 470s listed in Exhibit 2.

As explained above, the E-rate season is currently in progress and schools and libraries have until approximately March 2016 to submit Form 470 requests for bids.³⁷ Thus, Exhibits 2

³⁷ USAC, which administers the E-rate program, has not established the closing date for posting Form 470s. *See* USAC, Schools and Libraries (E-rate), Latest News, 12/17/2015 – FY2016 FCC Form 471 Window Filing Date Information, <http://www.universalservice.org/sl/tools/news/default.aspx#1488> (last visited Jan. 21, 2015). AT&T expects to see an increase in the overall volume of Form 470s posted once USAC establishes a deadline for posting Form 470s.

and 3 do not reflect all of the Form 470s to which AT&T may provide a bid pursuant to this Condition during the 2015-2016 E-rate season. Indeed, in addition to the Form 470s listed in Exhibit 2, AT&T has identified **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]** **[END HIGHLY CONFIDENTIAL INFORMATION]** Form 470s that are covered by the E-rate Condition to which AT&T has provided a bid after December 31, 2015 or is in the process of preparing a response. AT&T's next semi-annual report will include all 2015-2016 E-rate season bids AT&T provides after December 31, 2015 that are covered by this Condition.

Above and beyond this Condition, AT&T has responded, and continues to respond, to E-rate bids (Form 470s) that are not expressly covered by this Condition.³⁸ Detailed information about such bids and services is not included in this report.

5. Total Deployment and CSV File

As described above, the E-rate fiscal year and contracts for broadband service awarded under the E-rate program run from July 1st to June 30th. Under the Commission's procedures, an eligible school or library may post a Form 470 each fiscal year from approximately October until March, seeking bids for a contract that typically would begin the following July 1st. Thus, as of December 31, 2015, AT&T was not required to have deployed 1 Gigabit FTTP Service to

³⁸ For example, AT&T identified Form 470s, posted as of December 31, 2015, for AT&T to provide Broadband Internet Access Services above 1 Gbps speeds to covered schools and libraries, including **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

[END HIGHLY CONFIDENTIAL INFORMATION] AT&T has responded to, or plans to respond to, each of these Form 470s.

covered schools and libraries pursuant to this Condition. Accordingly, AT&T does not have any data to report in response to the reporting requirement set forth in the *Merger Order*, Appendix B, § III(3)(b)(ii)-(iii) and has not included in this report a CSV file for the E-rate Condition.³⁹ AT&T will have begun providing 1 Gigabit FTTP Service under this Condition on or around July 1, 2016. AT&T’s semi-annual compliance reports for subsequent periods will contain information on covered schools and libraries to which 1 Gigabit FTTP Service has been deployed pursuant to this Condition.

6. Outreach

AT&T has an existing sales channel responsible for government, education, and medical (“GEM”) customers, including schools and libraries. AT&T’s GEM sales team provides information about available E-rate products and services to potential customers in the ordinary course of business. In a given year, AT&T submits bids in response to approximately [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] Form 470s. AT&T currently serves approximately [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] E-rate customers.

Building on AT&T’s established efforts to make prospective school and library customers aware of the opportunity to purchase E-rate services, AT&T has implemented

³⁹ The Condition requires AT&T to file a CSV file for each school or library to which 1 Gigabit FTTP Service has been deployed in satisfaction of this deployment condition. The CSV file must contain Census Block Information; Operating Company Number; Study Area Code; Common Language Location Identifier; Latitude; Longitude; Name; District Name; Monthly Charge; and Special Construction Charge.

additional outreach to inform covered schools and libraries about AT&T's 1 Gigabit FTTP Service offer pursuant to this Condition. As described below, AT&T is reaching out to covered schools and libraries via direct mail and email and further disseminating information at technology conferences and events within AT&T's wireline footprint. AT&T plans to coordinate additional outreach with the Discounted Broadband Services Program outreach efforts.

Direct Mail: As described above, AT&T identified a list of covered schools and libraries within or contiguous to a DA in which AT&T will have deployed FTTP-based service by the end of the first half of 2016. AT&T sent notices to all of these covered schools and libraries, notifying them of the opportunity to purchase 1 Gigabit FTTP Services in the upcoming E-rate fiscal year.⁴⁰ AT&T sent these notices to the school principal or head librarian and, where applicable, to individuals at those schools and libraries with whom AT&T has dealt previously in connection with the E-rate program.

AT&T distributed a total of [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] direct mail notices to covered schools and libraries during this reporting period. In particular, for the [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] covered schools and libraries located within DAs to which FTTP-based service was planned to be deployed by the end of 2015, the Working Team sent direct mail notices on October 1, 2015. On January 5, 2016, AT&T sent [BEGIN HIGHLY

⁴⁰ A sample copy of the direct mail notice is attached as Exhibit 4.

CONFIDENTIAL INFORMATION] [END HIGHLY CONFIDENTIAL INFORMATION] additional notices to covered schools and libraries located within DAs in which AT&T plans to have deployed FTTP by the end of the first half of 2016, as well as schools and libraries that are contiguous, as defined above, to DAs where AT&T will have deployed FTTP-based service by the end of the first half of 2016.

AT&T plans to repeat this process annually over the term of the Condition. In approximately September of each year, AT&T will send a new notice to the full list of covered schools and libraries within or contiguous to DAs in which AT&T has deployed or plans to have deployed FTTP by the end of that year. AT&T will update that outreach on or around December 31st by sending notices to additional schools and libraries that are added to the list of covered schools and libraries based upon AT&T's FTTP build plan through the end of the first half of the next year.

Email: All schools and libraries contacted via direct mail will be sent a follow-up email reminding them of the availability of 1 Gigabit FTTP Service.⁴¹

Technology Events: AT&T already conducts outreach to schools and libraries regarding E-rate today through a variety of avenues, such as presentations at technology fairs, school visits, and other special events, as well as materials distributed by its sales teams. AT&T is leveraging these existing avenues to encourage covered schools and libraries to seek bids for the 1 Gigabit FTTP Services AT&T offers pursuant to this Condition. AT&T has identified 22 technology

⁴¹ Emails will be sent to the email addresses on file for covered schools and libraries. The email notice will be in substantially the same form as the direct mail notice attached as Exhibit 4. All communications will be consistent with the Commission's competitive bidding requirements, which require a "fair and open competitive bidding process." 47 C.F.R. § 54.503.

conferences at which AT&T plans to have a presence in 2016. AT&T estimates a combined total of 40,000 educators will attend these events.⁴²

III. NON-DISCRIMINATORY USAGE-BASED PRACTICES

A. STATEMENT OF THE CONDITION

1. Condition

- a. In the application of usage-based allowances or other retail terms and conditions for Fixed Broadband Internet Access Service, the Company shall not discriminate in favor of its own Video Programming Service, including Company-operated online Video Programming service or any Company “TV Everywhere” service (whether operated by AT&T’s U-verse service, DIRECTV, or the equivalent), or any content or application available through its own Video Programming services, including through the exemption of one or more of its own Video Programming services from usage-based allowances. For the avoidance of doubt and consistent with such prohibition, this condition does not prohibit the Company from offering discounts for integrated bundles of the Company’s U-verse or DIRECTV satellite Video Programming service or rebranded offerings of these services with the Company’s Fixed Broadband Internet Access Services.

2. Reporting

- a. The Company shall submit a report in accordance with the filing and service requirements set forth in Section VII.5. herein on a semi-annual basis that details its compliance with this condition, with the first such report to be submitted six (6) months after the Closing Date, which will include at least the following: a description of all terms and conditions associated with its usage-

⁴² Exhibit 5 contains a preliminary list of 2016 technology conferences and events at which AT&T plans to have a presence. AT&T will continue to identify additional events as they are scheduled throughout the year. Exhibit 6 is a sample of the promotional flyer that AT&T will distribute to prospective E-rate customers at these events.

based allowances and any other information the Independent Compliance Officer determines is reasonably necessary to report as required by this condition.

B. COMPLIANCE REPORT

1. Introduction and Working Team

AT&T has created a Working Team to oversee and coordinate compliance with the Non-Discriminatory Usage-Based Practices Condition. The Working Team is composed of officers and senior managers who, in the ordinary course of business, oversee the development of AT&T's retail terms and conditions for its Fixed Broadband Internet Access Service. AT&T's businesses are subject to a wide variety of regulatory requirements and, in the ordinary course of business, AT&T has developed processes to ensure that proposals that may implicate such regulations are subject to review before AT&T proceeds to any marketplace actions. AT&T is using similar procedures to implement and ensure full compliance with this Condition. AT&T has been in full compliance with this Condition during the time period covered in this report.

2. Terms and Conditions Associated with AT&T's Usage-Based Allowances

AT&T has established monthly usage allowances for its DSL and U-verse Broadband Internet Access Services. The usage allowances specify the amount of data that can be used in a customer's monthly billing cycle before overage usage charges are assessed. The current usage allowances are:

- 150 GB for AT&T DSL service
- 250 GB for AT&T U-verse High Speed Internet service with speeds up to 75 Mbps
- 500 GB for AT&T U-verse High Speed Internet service with speeds up to 300 Mbps
- 1 TB for AT&T U-verse High Speed Internet with speeds up to 1 Gbps

Although AT&T has incorporated the foregoing allowances in its standard terms and conditions, and described them on its website, **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]**

[END HIGHLY CONFIDENTIAL INFORMATION]

To enforce the usage allowances for **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]** **[END HIGHLY CONFIDENTIAL INFORMATION]** customers, AT&T uses the following procedures, under which a **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]** **[END HIGHLY CONFIDENTIAL INFORMATION]** customer typically receives at least seven email notifications before the customer is billed for any usage above the **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]** **[END HIGHLY CONFIDENTIAL INFORMATION]** allowance. The first time a subscriber's usage exceeds the data plan, she receives an email notification describing the usage measurement plan and process, informing her that she will not be billed for the usage, and providing a link to the usage website. In a subsequent monthly billing cycle in which a customer's usage level approaches the **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]** **[END HIGHLY CONFIDENTIAL INFORMATION]** allowance for the second time, AT&T sends the customer grace email notifications when her usage reaches 65 percent, 90 percent, and 100 percent of the usage threshold. These grace notifications inform the customer that she is now in her second month of overage usage and will not be billed during this grace period. These grace notifications again contain a link to the usage website. In a subsequent billing cycle in which a customer's usage level approaches the **[BEGIN HIGHLY CONFIDENTIAL INFORMATION]** **[END HIGHLY CONFIDENTIAL INFORMATION]** allowance

for the third time, AT&T sends billing email notifications when her usage reaches 65 percent, 90 percent, and 100 percent of the usage threshold. These billing notifications contain a link to the usage website and inform the customer that she is in her third month of overage usage and will be billed after exceeding her usage allowance. At this point, AT&T assesses overage charges for customers at a rate of \$10 for each 50 GB of usage over the monthly allowance, up to a maximum of \$200. In any subsequent month in which the customer's usage exceeds the threshold and the customer incurs overage billing, AT&T sends billing email notifications to the customer when her usage reaches 75 percent and 100 percent of each overage bucket.

AT&T provides information regarding its usage allowances on its publicly accessible website at www.att.com/internet-usage, and customers may view additional information regarding usage through the AT&T High Speed Internet Terms of Service.⁴³ AT&T also provides customers with access to various online tools to help them understand and track their data usage, including data calculators, FAQs, usage tracking reports, and instructional videos. Customers also are provided information about the usage allowances, charges, and practices through AT&T's advertising disclosures, order summaries, online registration website, and bills. Additional information about the network practices, performance characteristics, and commercial terms of AT&T's broadband Internet access services is available at <http://www.att.com/broadbandinfo>.

Exhibit 7 contains additional information on, and examples of, the publicly available material and resources regarding AT&T's usage allowance practices. These include AT&T's

⁴³ AT&T, AT&T High Speed Internet Terms of Service / att.net Terms of Use, <https://www.att.com/shop/internet/att-internet-terms-of-service.html> (last visited Jan. 17, 2016).

High Speed Internet Terms of Service and screenshots of AT&T's Online Data Calculator, Consumer Web Portals, and Order Summary pages.

3. Training

AT&T has conducted training sessions regarding the requirements of this Condition, and the issues it potentially raises, for personnel involved in the development of the products and services covered by the Condition. In these sessions, AT&T trained approximately **[BEGIN CONFIDENTIAL INFORMATION]** **[END CONFIDENTIAL INFORMATION]** relevant personnel, including company officers, and senior-level managers and attorneys. These personnel have been trained to flag for further review any changes to the retail terms and conditions of AT&T's Fixed Broadband Internet Access Service that could implicate the Condition. AT&T plans to refresh and update this training over the term of the Condition as needed to ensure continued compliance.

4. Procedures for Reviewing Usage-Based Allowances and Other Offers Implicating the Condition

Building on these training sessions, AT&T has implemented procedures to review all new products and offers relating to its Fixed Broadband Internet Access Service in the early stages of product development to ensure that terms and conditions of those products and offers comply with the Non-Discriminatory Usage-Based Practices Condition. In the ordinary course of business, AT&T has robust procedures in place to review all new offers, pricing and product enhancements related to Fixed Broadband Internet Access Service to confirm compliance with legal and regulatory requirements. AT&T has incorporated into these existing procedures an additional review to ensure compliance with the Non-Discriminatory Usage-Based Practices Condition.

In particular, AT&T has an ordinary course marketing assessment process that is used to evaluate all new offers, pricing, and promotions for broadband services. In addition, AT&T has an established intake process for review and approval of new products and product enhancements. AT&T has incorporated a step in each of these processes to ensure that relevant changes in the retail terms and conditions of its Fixed Broadband Internet Access Services are reviewed for compliance with the Condition. As part of these processes, Working Team Leaders and AT&T Legal receive periodic reports of proposed offers, pricing, and new products and product enhancements and will review such proposals to ensure they comply with the Condition.

In addition, AT&T has established processes to ensure that all usage-based allowances associated with its Fixed Broadband Internet Access Service comply with the Condition. As described above, although AT&T includes some form of usage-based allowances in the terms and conditions of all of its mass-market wireline Fixed Broadband Internet Access Services,

[BEGIN HIGHLY CONFIDENTIAL INFORMATION]

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INFORMATION] Working Team members within AEG are responsible in the ordinary course of business for developing or modifying any usage-based allowances AT&T might offer in conjunction with wireline Fixed Broadband Internet Access Services. All such personnel must notify the Working Team Leaders of any proposed usage-based allowance offers, as well as seek the guidance of the Program Management Team and AT&T Legal to ensure compliance with the Condition, before proceeding to introduce any such offer in the marketplace.

IV. DISCOUNTED BROADBAND SERVICES PROGRAM

A. STATEMENT OF THE CONDITION

1. Condition

Within nine (9) months of the Closing Date, the Company shall establish and commence a program to substantially increase broadband adoption in low-income households throughout AT&T's wireline footprint (the "Discounted Broadband Services Program").

- a. The Company shall offer wireline Broadband Internet Access Service with download speeds of at least 10 Mbps, where technically available, to qualifying households in the Company's wireline footprint for no more than \$10 per month. If 10 Mbps wireline Broadband Internet Access Service is not technically available, the Company shall offer wireline Broadband Internet Access Service with download speeds of at least 5 Mbps, where technically available, to qualifying households in the Company's wireline footprint for no more than \$10 per month.
- b. Where AT&T has deployed broadband service at top speeds below 5 Mbps, the Company shall offer wireline Broadband Internet Access Service at speeds of at least 3 Mbps, where technically available, to qualifying households in the Company's wireline footprint for no more than \$5 per month.
- c. Qualifying households are those where at least one individual participates in the Supplemental Nutrition Assistance Program ("SNAP"), subject to annual recertification, and that do not have outstanding debt for AT&T's Fixed Broadband Internet Access Services that was incurred within the six (6) months prior to the individual's request for services under the Discounted Broadband Services Program or that is incurred for services provided under the Discounted Broadband Services Program and that is subject to the Company's ordinary debt collection procedures.
- d. The Company shall offer the discounts set forth in this condition for at least four (4) years from the commencement of the Discounted Broadband Services Program. Qualifying households who sign up for the Discounted Broadband Services Program in

- the fourth year of the Discounted Broadband Services Program shall remain eligible for at least twelve (12) months.
- e. Qualifying households shall not be required to pay any installation or modem charges or fees in order to participate in the Discounted Broadband Services Program.
 - f. For the period during which this condition is in effect, the Company shall clearly and conspicuously market the Discounted Broadband Services Program, including but not limited to undertaking the following actions:
 - (i) Providing on the Company's consumer-facing homepage a link to a webpage devoted to describing the Discounted Broadband Services Program; and
 - (ii) Ensuring that the Company's Customer Service Representatives are trained prior to the commencement of the program to inform consumers of the availability of the Discounted Broadband Services Program offerings, including pricing, and terms and conditions as described in this condition.
 - g. The Company shall effectively engage in targeted outreach efforts, in coordination with schools and community-based organizations serving low-income individuals and families, including, but not limited to veterans, the elderly, and those who are non-English speaking, to adequately publicize the availability of the Discounted Broadband Services Program, to ensure that qualified individuals and households are informed about and have access to the program. The Company shall make adjustments to its outreach efforts in response to reasonable requests from the Commission's Office of General Counsel and, at a minimum, shall take the following actions during each year that the program is in effect:
 - (i) Promote the Discounted Broadband Services Program, including through public service announcements that shall have a minimum annual value of \$15 million.
 - (ii) Distribute Discounted Broadband Services Program information to at least twenty (20) organizations that work with low-income communities on a national and local level.

- (iii) Coordinate with state education departments and local school districts, including requesting that all school districts within the Company’s wireline footprint include information about the Discounted Broadband Services Program with their communications to families in advance of the school year, including in each communication relating to the National School Lunch Program (“NSLP”), as feasible and appropriate, to ensure that families that qualify for the NSLP are informed about the Discounted Broadband Services Program at the beginning of the school year and have the opportunity to register.
 - (iv) Provide appropriate promotional and collateral materials to all public school districts within the Company’s wireline footprint and requesting that the materials be included in NSLP mailings.
 - (v) Educate school professionals about the Discounted Broadband Services Program, including by conducting outreach to various education-related associations such as parent-teacher associations and associations representing guidance counselors and social workers, in order to reach those who are most likely to work closely with students and families.
- h. Prospective participants shall be directed to a Company phone number dedicated to the Discounted Broadband Services Program to verify eligibility. Qualifying callers shall be transferred to a centralized order-entry center.
- i. The Company shall submit a report in accordance with the filing and service requirements set forth in Section VII.5. herein on a semi-annual basis that includes a description of the Company’s compliance with the condition, with the first such report to be submitted six (6) months after the Closing Date. The report shall at least include the following:
 - (i) The total number of households participating in the Discounted Broadband Services Program;
 - (ii) A detailed description of outreach efforts made during the reporting period to publicize the Discounted Broadband Services Program to schools and community-based

- organizations, including a list of the community-based organizations participating, and representative examples of the promotional and collateral materials provided; and
- (iii) An analysis of the effectiveness of the Discounted Broadband Services Program, describing any adjustments the Company has implemented during the reporting period or plans to implement to improve its effectiveness.

B. COMPLIANCE REPORT

1. Introduction & Working Team

Pursuant to the Condition, the Discounted Broadband Services Program must be established and commenced within nine months of the Closing Date.⁴⁴ Accordingly, AT&T will launch the Program on or before April 22, 2016.

AT&T has established a Working Team to implement this Condition. As of the date of this compliance report, AT&T has largely completed planning and has begun development to establish the Program.

A detailed description of AT&T's planning and development to establish the Program, including outreach efforts to-date, is provided below. However, because the Discounted Broadband Services Program has not launched yet and outreach efforts are in the early stages, AT&T is unable to provide certain information requested in the Condition, specifically the total number of participating households, a list of community-based organizations participating, and an analysis of the effectiveness of the Program. That information will be included in future semi-annual reports.

⁴⁴ *Merger Order*, Appendix B, § VI(2).

2. Broadband Service Offered and Qualifying Households

The Working Team is in the process of creating service plans for wireline Broadband Internet Access Service that provide the download speeds and are offered at the prices specified in the Condition. AT&T will offer the following service tiers and prices for the Discounted Broadband Service, where technically available:

- 10 Mbps for \$10/month;
- if 10 Mbps is not technically available, then 5 Mbps for \$10/month; or
- if 5 Mbps is not technically available, then 3 Mbps (where technically available) for \$5/month.

The Working Team also will establish a dedicated call center for the Discounted Broadband Services Program for the purpose of verifying eligibility and implementing a centralized order-entry center. In addition to English- and Spanish-speaking Customer Service Representatives at the Program's dedicated call center, AT&T plans to support additional languages by engaging Language Line services.⁴⁵ These Customer Service Representatives will verify both (1) whether the customer is eligible to participate in the Discounted Broadband Services Program and (2) what services are technically available at that customer location.

First, with respect to program eligibility, Customer Service Representatives will send, via email or regular mail, a simple form for the prospective participant to complete to verify that the household contains at least one member who participates in SNAP. The form also will be available online. The prospective customer will complete the form and return it, along with

⁴⁵ Language Line provides live agent translation for over 100 languages. Customer Service Representatives at the dedicated call center will be able to conference in a Language Line representative who will provide real-time translation between the Customer Service Representative and the customer.

verification of his participation in SNAP, such as a copy of the prospective customer's SNAP card. If the prospective participant does not return the form within a reasonable time, AT&T will attempt to contact the prospective customer to encourage him to continue the ordering process by completing the form. AT&T plans to use a similar process to verify eligibility on an annual basis.

Second, the Customer Service Representatives also will confirm which service – *i.e.*, 10 Mbps at \$10, 5 Mbps at \$10, or 3 Mbps at \$5 – is available at the customer's location. The Customer Service Representatives will have a loop qualification tool that will permit them to enter an address and determine what services at what speeds are available at that location. AT&T will offer services under this Program wherever such services are technically available, as required by the Condition. There are a small number of DAs in which AT&T has not deployed broadband Internet access services. In addition, in the DAs in which AT&T has deployed legacy DSL services, there will be a limited number of locations at which AT&T cannot offer any Internet access service, either because the loop length is too long to support DSL service or because its DSL network in that DA has reached capacity exhaust (and thus could not feasibly support new customers without substantial capital investments). In those limited instances, it will not be technically feasible for AT&T to accept new Internet access customers, and thus services for the Discounted Broadband Services Program would not be "technically available" in those areas.

After AT&T has confirmed that the household is a qualifying household, AT&T will contact the prospective customer via the customer's preferred method (email or postal mail) to address service installation. The prospective customer will call directly into the dedicated call

center, where agents will use existing ordering systems and work flows to confirm which service is available at the prospective customer's location, and to process a service order, [BEGIN CONFIDENTIAL INFORMATION] [END CONFIDENTIAL INFORMATION] For the Discounted Broadband Services Program, AT&T will [BEGIN CONFIDENTIAL INFORMATION]

[END CONFIDENTIAL INFORMATION] other than debt collections that are specified under the Condition,⁴⁶ so that all qualifying prospective customers may obtain service.

Finally, as required by the Condition, AT&T will not assess any installation or modem charges in order to participate in the Discounted Broadband Services Program.⁴⁷ AT&T will send customers who have completed the ordering process a self-installation kit, with a router and user-friendly installation instructions. Instructions will be available in English and Spanish. If a customer is unable to complete the self-installation process, AT&T will send a technician to the customer's location at no cost to the customer.

3. Marketing

Website: AT&T will market the Discounted Broadband Services Program by prominently displaying on its customer-facing homepage a link to a webpage that describes the

⁴⁶ *Merger Order*, Appendix B, § VI(1)(c) (“Qualifying households are those . . . that do not have outstanding debt for AT&T’s Fixed Broadband Internet Access Services that was incurred within the six (6) months prior to the individual’s request for services provided under the Discounted Broadband Services Program and that is subject to the Company’s ordinary debt collection procedures.”).

⁴⁷ AT&T will otherwise apply its existing terms and conditions in conjunction with these services. Thus, for example, as with all of AT&T’s wireline Broadband Internet Access Services, AT&T will repair or replace damaged equipment as AT&T deems necessary, except where the customer owns the equipment or the equipment is damaged due to the customer’s intentional acts or negligence as determined by AT&T.

Program and encourages prospective participants to call a toll-free number to obtain more information about AT&T's Discounted Broadband Services. AT&T's IT and marketing personnel are developing this component of the Condition. It is expected that the website will clearly lay out in step functions how a prospective customer would check to see if AT&T broadband is available at her location; how to determine if the prospective customer qualifies for the Discounted Broadband Services Program if service is available; and how to request service. There will be a location on the page where the prospective customer could enter the street address, apartment/unit number, and zip code to get immediate feedback on service availability. For those partners who are engaged in communication and outreach, there will be a partner portal, accessible from a link on the Program's dedicated webpage, where participating organizations will be able to access flyers, email templates, and other resources to help share information about the Program with their constituents.

Toll-Free Numbers: AT&T will have a toll-free number that is dedicated to the Discounted Broadband Services Program. In addition, AT&T plans to supplement the dedicated toll-free number with additional numbers for targeted marketing and tracking the effectiveness of its outreach efforts. These numbers will be directed to the dedicated call center.

Training Customer Service Representatives: AT&T will build upon its existing customer care training programs to implement a specialized training program for the Discounted Broadband Services Program. AT&T will train all of its Customer Service Representatives (including Customer Service Representatives at call centers and personnel at AT&T's in-region retail locations) prior to the start of the Program and will offer ongoing refresher training to ensure that its Customer Service Representatives are aware of the launch of the new Discounted

Broadband Services Program and the existence of the dedicated call center, and have the dedicated number to smoothly transfer customers to the dedicated call center where they will be provided accurate information about the availability, prices, terms and conditions of the Program. The training materials are under development. AT&T plans to begin training in March and will continue up to and beyond the Program launch on April 22, 2016. In addition, AT&T plans to provide information about the Program to other customer facing personnel, such as authorized retailers and technicians, to ensure that prospective customers are directed to the dedicated call center.

4. Outreach and Awareness

The Working Team has engaged personnel throughout AT&T to conduct the multi-pronged outreach program required by the Condition.

Public Service Announcements: AT&T will promote the Discounted Broadband Services Program, including through public service announcements that will have a minimum annual value of \$15 million. AT&T's advertising personnel are developing public service announcements and other advertisements to promote the Program. The public service announcements and advertisements will begin to run in advance of the Program launch and be delivered through a variety of channels, which may include Broadcast TV and radio, local newspapers, StateNets Radio,⁴⁸ and local out of home mediums, such as billboards, bus wrappers, and convenience store posters.

⁴⁸ StateNets Radio is a network comprised of over 1,800 radio stations across the country providing regional coverage outside of Metro Survey Areas.

Distribute Information to 20 Organizations: AT&T has engaged its Public Affairs and External Affairs field personnel in targeted outreach efforts directed at non-profit organizations serving low-income individuals and families – including households with school children, veterans, the elderly, non-English-speakers, and minorities. These field teams are utilizing their extensive set of national, state, and local contacts to ensure that outreach efforts sweep broadly across the AT&T 21-state wireline footprint. AT&T has held initial meetings with representatives of 23 organizations listed in Exhibit 8.⁴⁹ Through follow-up discussions, AT&T will work to secure the commitment of these organizations to assist in promoting AT&T’s Discounted Broadband Services Program among the populations they serve.

AT&T External Affairs field teams are also in the process of developing 21 unique state plans to engage in outreach to 200+ targeted state and local organizations across AT&T’s wireline footprint, to encourage those groups to become ambassadors for the Program. At the state level, AT&T also has discussed basic program information with 12 SNAP offices. AT&T’s Corporate Social Responsibility team is approaching eight AT&T Employee Resource Groups (“ERGs”), including AT&T Veterans and the Hispanic/Latino Association of Communications Employees of AT&T, about promoting the Program. AT&T will ask these ERGs to reach out to their partner nonprofit organizations regarding the Program.

Coordination with and Distribution of Promotional and Collateral Materials to State Education Departments and School Districts: AT&T is continuing to refine and execute outreach plans specifically for school districts and education professionals. AT&T External

⁴⁹ In subsequent semi-annual reports, AT&T will provide examples of promotional and collateral materials provided to participating organizations.

Affairs, GEM field sales team, and Corporate Social Responsibility team have been trained about the Discounted Broadband Services Program and are assisting with outreach. Specifically, for AT&T's 21-state wireline footprint, GEM is identifying state department of education ("DOE") contacts to which it plans to reach out, and External Affairs has identified NSLP administrators (typically housed within the state DOE) with whom it plans to meet to present the Program. The Corporate Social Responsibility team plans to execute an email awareness campaign using the Dun & Bradstreet Educational Marketing List of district administrators to provide information about the Program to all of the public school districts within AT&T's wireline footprint. The email and collateral material will be delivered to multiple titles at the school district and individual school level, including superintendents, principals, guidance counselors, and NSLP administrators. AT&T is also including collateral materials about the Program in bid response materials provided to districts through E-rate.

Educate School Professionals: AT&T Public Affairs will utilize its relationships with an extensive set of national education-related associations and advocacy groups representing educators, guidance counselors, and social workers – such as the National Parent Teacher Association, American School Counselor Association, and American Counseling Association – to gain assistance in disseminating program details among the populations these organizations serve. AT&T personnel also will educate school district professionals about the Discounted Broadband Services Program by conducting outreach at events hosted by various education-related associations, such as the National School Boards Association, Consortium for School Networking, and State Education Technology Directors Association.

REDACTED—FOR PUBLIC INSPECTION

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



**Notice Regarding
AT&T Internet Access Service Availability**

Dear Administrator,

As your school or library increasingly delivers multi-media content to classrooms and computer rooms, your network needs for capacity and speed will continue to grow. To help with this need, AT&T is pleased to advise you that we have high-speed Internet services available over fiber facilities in your area, including pursuant to the federal E-Rate program, where applicable, to help bring more bandwidth to your students, staff and patrons. Our high-speed Internet services will allow you 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 to submit an online request to have a specialist contact you.

CC: District or System Procurement Office

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



Exhibit 7

DSL 000001578
 CHUCK SCHROEDER
 1170 GREY FOX RD
 ARDEN HILLS, MN 55112-6908



April 7, 2015



Welcome!

Dear Chuck Schroeder,

Thank you for choosing AT&T High Speed Internet service (AT&T FastAccess DSL)! From speed, to features, to special content, AT&T High Speed Internet service helps you get the most out of your online experience.

This letter is to confirm the order you recently placed for AT&T High Speed Internet service and contains important service and billing information.

What's Next?

Please review your **Order Summary** to ensure that it is correct and accurately reflects your order. Please also review the enclosed "Important Information."

Then it's as easy as 1-2-3!

1 Service Activation

We'll activate your service before the tech comes so that he/she can complete installation. No action is necessary on your part.

You can check your order status online at att.com/orderstatus

2 Installation

Our certified technician is scheduled to install your new AT&T High Speed Internet equipment and we will contact you to confirm the date and time. During installation you, or an authorized adult (18 years or older), will need to be present. The average installation takes approximately 2 to 3 hours.

To help your installation go as smoothly as possible, please:

- Make sure your computer is set up and ready before the technician arrives and you have identified where you want the AT&T High Speed Internet connection installed.
- Have a licensed copy of your computer's operating system available.
- Be available to the technician during the installation. Your input will be valuable in helping the technician choose appropriate installation options.

3 Registration

Before leaving, the technician will walk you through the registration process. During the registration process, you'll be presented with the Terms of Service, which you must accept in order to complete registration and use the service.

Your service will be active and billing will begin upon completion of the tech installation and registration.

Thank you again for choosing AT&T. We hope you enjoy your service!

Sincerely,

Your AT&T High Speed Internet Service Customer Care Team

**AT&T High Speed Internet
 Telephone/Account #:
 S499999999**

Note: You will need this during registration.

**Service Activation Date:
 04-10-2015, by 8 P.M.**

**Professional Installation
 Date: 04-08-2015**

**AT&T Technician Arrival
 Time:
 8:00 A.M. to 11:00 A.M.**

Order #: S49999999999

Need Help?

For 24/7 assistance with AT&T products and services:

- Email or Live Chat:
att.com/support
- Call **1.888.321.2375**

For non-AT&T products and services, you can purchase support from AT&T ConnectTech.

AT&T ConnectTech®

For added security and support, our experts will help you connect, manage, and resolve issues related to:

- Virus protection/removal
- Operating Systems (e.g. – Windows®, Mac OS X)
- Non-AT&T email applications like Microsoft® Outlook, etc.
- and more

For rates and detail, visit:

att.com/connecttech

Go Paperless and Simplify Your Life

View and pay your AT&T bill online to save time and postage – while helping the environment. It's easy, secure, and free. Enroll today!

att.com/paperless

Your Order Summary

Please Read Carefully

THIS IS NOT A BILL

The following summarizes your AT&T High Speed Internet order and any applicable changes. Please confirm this information is accurate and call us at 1.888.321.2375 if there are any discrepancies.

Note: If you purchased AT&T High Speed Internet service as part of a package, the other components will be confirmed separately.

Service/Plan Info

Service/Plan: AT&T High Speed Internet Direct Xtreme 6.0 \$34.95 per month for 6 month(s), then \$57.00 per month*

Contract term: N/A

Equipment

Wireless Gateway \$100.00 (\$100.00 + \$0.00 shipping and handling)

Any applicable equipment charges will appear on your first bill. If you purchased AT&T High Speed Internet service as part of a promotion, you may qualify for an equipment rebate and a rebate form will be sent to you separately. (See below.)

Installation

Tech Installation \$149.00

Other

\$ 49.00

Other Charges:

Connection Charge N/A
Early Termination fee N/A

Rebates & Rewards:



You may be eligible to receive an **AT&T Visa® Reward Card** to offset the cost of your new Internet equipment. Please visit att.com/rewardinfo to see how to qualify.

*DSL price includes 150 GB of data/mo. \$10 charge per each additional 50 GB. For more information, go to att.com/internet-usage. Telephone access (including local, long distance or 800/888 facility charges) and other charges and taxes may apply, even during any applicable free promotional periods. Other terms and conditions may apply. Taxes and additional fees are extra.

For more information about AT&T's broadband Internet access service, please visit att.com/broadbandinfo.



Exhibit 7

IMPORTANT INFORMATION

INSTALLATION

Tech Installation

- AT&T technicians are restricted from moving/repositioning furniture; working on computers or servers of any type that are connected to a WAN/LAN (Wide or Local Area Network) or that have corporate VPN software installed; working on non-AT&T-provided equipment.

AT&T High Speed Internet Direct

- For customers without voice service on their DSL line, filters are not necessary for AT&T High Speed Internet Direct service. Customers in California without voice service may still have access to 911 service on their DSL line. Filters can be used to reduce the possibility of static when placing 911 calls and can be purchased online at att.com/equipment or at most electronics stores.

Re-registering After a Move or Change to Your Service

- You do NOT need to re-register if you:
 - Move your AT&T High Speed Internet service but keep the same telephone number, or
 - Disconnect your AT&T High Speed Internet service and re-order on the same telephone number WITHIN 30 days.
- You *MUST* re-register your account if you:
 - Change to a new telephone number (even within the same residence), or
 - Disconnect your AT&T High Speed Internet service and re-order on the same telephone number AFTER 30 days, or
 - Change from AT&T High Speed Internet service to AT&T High Speed Internet Direct service (DSL without voice service).
- To re-register, call us at **1.877.722.3755 (1.888.321.2375 in AL, FL, GA, KY, LA, MS, NC, SC, TN)** with your Member ID and password.

SERVICE TERMS AND CONDITIONS

Terms of Service/Cancellation

- During installation you will be presented with the AT&T High Speed Internet Terms of Service which you must accept in order to use the service. (The Terms of Service are also located at att.com/internet-terms).
- If you decline the Terms of Service or wish to cancel your order for any reason you must call AT&T at **1.877.722.3755 (1.888.321.2375 in AL, FL, GA, KY, LA, MS, NC, SC, TN)** and return any equipment. (Details on returning equipment are provided on the return shipping label in your kit and/or Customer Service Summary.)

- Once billing begins, you will be responsible for any applicable Service, and/or Termination Fees.
- If you believe this order was processed in error or was placed without the Account Holder's permission, the service may be subject to cancellation without a Termination Fee. Please call **1.877.722.3755 (1.888.321.2375 in AL, FL, GA, KY, LA, MS, NC, SC, TN)**.

Termination Fees

If you agreed to a term commitment when you purchased the service:

- Your term begins on your Service Activation Date (or the date of your installation if you have a technician installation).
- If you cancel your service:
 - *Prior* to Service Activation, no Termination Fee will apply.
 - *After* Service Activation and prior to the end of the term contract, you will be charged the Termination Fee associated with your plan.
- Once billing begins, you will be responsible for any applicable Termination Fees.
- If you move to an area where AT&T provides service and we are unable to provide AT&T High Speed Internet service to you, any applicable Termination Fee will be waived.
- If you move to a non-AT&T territory and cancel your AT&T High Speed Internet service, you will be charged the applicable Termination Fee.
- Wisconsin residents may cancel these services without incurring any cancellation charge or disconnect fee if you notify AT&T Wisconsin at **1.800.924.1000** within 3 days after receiving this notice.

BILLING

Your First Bill

- Your monthly service charge will be billed *one month in advance*.
- Your first bill may contain prorated charges for the partial month when service was established plus the standard monthly fee for the upcoming month.
- Billing will begin on your Service Activation Date (even if you have not completed registration), or upon registration – whichever comes first.

Discounts

- If you purchased AT&T High Speed Internet as part of an AT&T package and receive a discount as a result, if you decide to remove a required component of that package, your monthly rate for the remaining components may increase. We may access your customer records to verify that you still qualify for the special rate.



myAT&T Customer Service Summary



Account Level Summary Account#1 [REDACTED] 228

Service	Next Bill*	Monthly
U-verse**	\$154.80	\$54.00
Subtotal	\$154.80	\$54.00
Discounts & Promos	-\$116.57	-\$17.00
Taxes & Fees***	\$0.00	\$0.00
Total Charges	\$38.23	\$37.00

*Includes taxes, fees, one-time charges and proration charges.
 **Ongoing monthly charges do not include installation charges.
 ***Above estimates based on highest tax/fee/surcharge rates assessed in your state; charges are subject to change.

Manage your account

-  Online at www.att.com/myatt
-  From a mobile device, download our app at www.att.com/myattapp
-  By telephone, call 800.288.2020 or dial 611 from your AT&T mobile phone
-  View and pay your AT&T bill securely online to save time and postage. Enroll today. www.att.com/gopaperless.

What changed today? 10/22/2015

- New U-verse services established
 - Professional Installation
 - Scheduled for October 28, 2015 11:00am - 1:00pm
 - Install Duration : 4 hours on average

What do I need to know?

- U-verse Service**
- visit www.att.com/iversewelcome for helpful information about your new service.
 - someone over 18 years must be present.
 - wait until after installation to cancel old services.
 - AutoPay methods will not carry over from other AT&T accounts.

Bill Details

Bill Cycle, Proration Information

Bill Cycle:	29th through 28th	U-verse Billing Start Date:	10/28/2015
First Bill(s)=	prorated charges + 1 month advanced service	U-verse Proration:	1 day

The proration in your bill estimate may be based on a projected activation/installation date for some of your services. Changes to these dates will affect the actual amount billed. Above is an indication of the number of days of proration for each of your services. Billing for your services may all be reflected on your next bill but may also affect the subsequent bill depending on your activation/installation date in relation to your bill cycle date. Billing begins on the activation/installation date. Please see policies section for additional billing information. To learn more about your bill visit att.com/billing. **This bill estimation is not a part of your contract.**



myAT&T Customer Service Summary



Know more about my bill changes 
www.att.com/uversebill

Estimated Charges

U-verse Service Details			
U-verse Internet	Monthly Charges	One Time Charges & Credits	
High Speed Internet 3.0 Mbps Pro	\$47.00	Installation of AT&T U-verse Internet	\$99.00
High Speed Internet Equipment Fee:	\$7.00	100% off Installation Fee	-\$99.00
BB ONLY Intro Price \$17 off / 12 mos 1 yr term	-\$17.00	Prorated Charges :	
Surcharges and Other Fees	\$0.00	High Speed Internet 3.0 Mbps Pro	\$1.57
Government Fees and Taxes	\$0.00	High Speed Internet Equipment Fee:	\$0.23
		BB ONLY Intro Price \$17 off / 12 mos 1 yr term	-\$0.57
Summary	Monthly Charges	One Time Charges & Credits	
SubTotal	\$54.00	SubTotal	\$100.80
Discounts	-\$17.00	Prorated Taxes and Fees	\$0.00
Total Monthly Charges	\$37.00	Discounts	-\$99.57
		Total One Time Charges	\$1.23



myAT&T Customer Service Summary

[REDACTED]

Policies and Warranty

U-verse

The rate plan(s) and other details about the U-verse TV, U-verse High Speed Internet and U-verse Voice services are set forth in this Customer Service Summary. Prices, programming, and offers subject to change. Pricing excludes taxes, fees and other charges, including a federal regulatory video cost recovery charge, city video cost-recovery fees, where applicable, and will include a Broadcast TV Surcharge of up to \$3.99/mo. Separate purchase of adapter may be required for wireless networking. Acceptance of Terms of Service is required. Some promotional rewards may not be available if you cancel the service within 30 days of activation or before your redemption is processed. Internet speed claims represent maximum network service capability speeds. Actual customer speeds may vary and are not guaranteed. Actual speeds vary based on factors including site traffic, content provider server capacity, internal network management factors, customer device capabilities and use of other U-verse services. For more info, go to www.att.com/speed101. Installing new outlets or wiring for more than three receivers and/or additional PC(s) may result in installation charges (\$55 per outlet + \$20 if a wall drop is required). If you do not own your premises, prior to installation, you must obtain permission from the owner (or authorized representative) to allow AT&T to use the premises' inside wiring and to make required alterations to the property. A \$5.00 fee will be applied if you downgrade a Premium Package within the first 30 days of ordering. AT&T U-verse Voice service only: Battery backup power is required for service, including 911 dialing, in the event of a power outage. AT&T does not provide battery backup equipment for your service. For information visit www.att.com/batterybackup. Rarely, installation of AT&T U-verse may not be possible at your address. Some customers may not be able to view and/or record multiple channels of live HD programming.

- Billing begins on your Service Activation Date.
- **AT&T Broadband Internet Access Services - Additional Information**
 Open Internet notice. AT&T High Speed Internet Service (referred to as "the 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. 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.

- U-verse price includes 250 GB of data/mo. For more information go to att.com/internet-usage.

Our Privacy Policy - Your Choices and Controls

We're happy to share details about the information we collect and how we use it. You have choices about how we use your information. Review a Policy summary at www.att.com/privacy, or the full Policy at www.att.com/privacyFAQ. Then, check out your choices at www.att.com/yourchoices.

AT&T High Speed Internet Terms of Service / att.net Terms of Use

This Terms of Service & Terms of Use ("Agreement") along with the AT&T Acceptable Use Policy, the AT&T and Yahoo! privacy policies, and the other documents incorporated by reference herein, set forth your obligations, the obligations of AT&T, and the rules you must follow when using the att.net portal and/or email ("Site") and/or AT&T U-verse[®] High Speed Internet, 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 BellSouth[®] Dial Internet Service ("Service(s)").

PLEASE READ THIS AGREEMENT CAREFULLY. This is a binding agreement between you (the Member Account holder), Yahoo! Inc. ("Yahoo!"), and the AT&T entity that provides the Service and/or Site [1]. **Your registration, payment for, or use of the Site and/or Service constitutes your agreement to be bound by the charges, terms, and conditions set forth in this Agreement, including those incorporated by reference as well as those located at: <http://info.yahoo.com/legal/us/yahoo/>.**

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 19 LIMITS THE LIABILITY OF AT&T. ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 1. PLEASE READ THEM 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 high speed 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 email address or any other email address you provide, posting online at 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. AT&T High Speed Internet Service

a. Service Description. AT&T High Speed Internet Service (referred to as "the 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 the AT&T network

Exhibit 7

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&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, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among the subscribers of AT&T. 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 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. 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 High Speed Internet Elite Service should expect service capability download speeds between 3.1Mbps and 6Mbps 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. 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 data usage caps related to AT&T Broadband Internet access services, please visit 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 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

Exhibit 7

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 (such as U-verse video, Voice, 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 High Speed Internet and AT&T U-verse High Speed Internet Services are 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 the sole discretion of AT&T. 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 computers and/or servers. You may not use the Service in a manner that is inconsistent with these intended uses. AT&T High Speed 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 will support Web sites that utilize IPV4, but it will not support IPV6- only Web sites. For more information about IPv6 and how it affects you, visit 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/Site Changes. AT&T reserves the right to modify or discontinue the Service or Site (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: 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.

f. Conversion from DSL to U-verse High Speed Internet. When AT&T is able to provision U-verse High Speed Internet Service at your location, we may, in our discretion, discontinue your DSL service and make available to you AT&T U-verse High Speed Internet at the then applicable U-verse 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 U-verse High Speed 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 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.

g. Data Usage. For more information about the use of your residential High Speed Internet Service and the data plans that may apply to your service, how much data you use, and management of your data usage, please refer to att.com/internet-usage.

h. Wi-Fi Hot Spots (For HSIA). AT&T Wi-Fi Hot Spots may be available to you as part of the Service, and the

Exhibit 7

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. In order to gain access to the Internet at a Location, You may need your U-verse 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 U-verse 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 for business customers are set forth in Schedule 1 attached hereto.

3. Registration and Membership

When you complete the registration process for the Site or 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. Customers of the Service may also create up to ten "Sub Accounts" (each of which will have a separate password and Member ID). 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 an AT&T Access ID subjects you to the **AT&T Access ID Terms and Conditions** (available at att.com/accessidterms), which are incorporated herein by reference.

All information that you provide to AT&T and Yahoo! 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 such information up-to- date and must provide changes promptly to the AT&T Yahoo! Member Center by going to <http://att.yahoo.com/myaccount>.

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 of one, two, or three 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 the bundled services for the applicable term. If you signed up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs, at which time your price may revert to the then-existing price for your Service: (1) the term expires; (2) you move from your current Service address to another Service address; or, (3) you drop one of the AT&T services you were required to purchase to receive the special rate.

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

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the use of the telephone number you select. In no event will AT&T or Yahoo! 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.

5. Termination or Cancellation of Service

a. Cancellation of Service by Customer. When you purchased the Service, you agreed to a specific price and plan, which may have included a term. **You agree that if you cancel your plan before the end of the term, you will pay the early termination fee** associated with that Term Plan. At the conclusion of your term or if you did not sign up for a Term Plan, the term for your Service will be month-to-month. 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. Suspension/Termination by AT&T or Yahoo!. AT&T respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect, or suspend Service because of the views you or we express on public policy matters, political issues, or political campaigns. AT&T and/or Yahoo! may, however, immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice 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 or Yahoo! employees, 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 herein entitled "Payment."

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. Termination of Voice Service. If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your AT&T High Speed Internet Service or continue to provide it at the then-current rates, terms, and conditions applicable for AT&T High Speed Internet Direct, our broadband service without Voice. You agree to pay any new or higher monthly fees that may apply to your new AT&T High Speed Internet Direct Service after termination of the wireline voice service. If AT&T elects to terminate your AT&T High Speed Internet Service, we reserve the right to charge any applicable early termination fees.

d. 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 High Speed Internet Service your Dial charges will be prorated. Business Customers: Business Dial has been put on sales hold and will be discontinued as of January 31, 2015. This is not applicable to Consumer customers.

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e. Access to Yahoo!, After Termination by AT&T. If your Service is terminated by AT&T, you will no longer have access to your Member account information using your Member ID, except as outlined in this Section and Section 9 (Yahoo! Premium Services). If you combined your Yahoo! ID with a Member ID, you will not be able to access Yahoo! using your combined ID after termination, unless you close your Member ID (your Member ID will be closed automatically no fewer than 60 days after termination). If you did not combine a Yahoo! ID with your Member ID, you will be given the option (when you sign in at Yahoo! using your Member ID) for at least 60 days after termination, to close your Member ID and transfer certain account information to a new Yahoo! ID. If you continue to access a Yahoo! account through a different Internet access provider after your Service account is terminated, then your use of your Yahoo! account after that time will be subject to the Yahoo! Terms of Service at <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>.

Note: Sub Accounts with a combined Yahoo! ID may be able to access the Yahoo! account provisioned under their combined Yahoo! ID when the Member ID of the Member Account holder is closed. After the Member ID of the Member Account holder is closed, Sub Accounts who do not have a combined Yahoo! ID will not be able to transfer any of their Member account information to a new Yahoo! ID. Therefore, Sub Account holders who wish to elect to transfer should make the election before the Member ID of the Member Account holder is closed.

6. Payment

Service customers agree to pay: (1) the monthly fee specified when you ordered your Service; (2) the charge for all equipment required for your Service; (3) activation fees, connection charges, and/or installation charges, if any; (4) late fees, restoral of Service fees, and other applicable Service charges; and, (4) any applicable taxes, recovery fees, and surcharges which AT&T pays to municipalities and other governmental entities and may pass on to you.

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 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 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 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. For customers who choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not customer has installed and begun to use the Service. For customers who choose to have a technician install the Service, billing will begin when the installation is complete, unless the customer initially selects to self-install, and subsequently asks for a technician installation.

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 U-verse High Speed Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want

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to receive a paper bill by calling the following number: Consumer: 800.ATT.2020; Business: 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 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 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. 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 \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

e. Online Billing for AT&T U-verse High Speed Internet Members. You must register online to establish a personal AT&T My U-verse 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 AT&T My U-verse 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 & Failure to Pay. If you choose to have the charges for your Service added to your telephone bill, and, if AT&T does not receive your 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 30 days after you received your bill or you will waive any objection. **AT&T may suspend or terminate Service if your payment is past due. 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 the sole discretion of AT&T, be required to pay a service restoral fee.** In the event you fail to pay AT&T, or AT&T is unable to bill charges to your credit card, AT&T may assign unpaid late balances to a collection agency. You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any

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mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to AT&T. For attempts to collect unpaid charges, you agree that in addition to individual persons' attempts to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, preset email messages delivered by an automatic emailing system, or any other preset electronic messages delivered by any other automatic electronic messaging system.

g. Returned Checks and other Instruments. If any check, or other instrument is tendered by you and returned unpaid by a financial institution for any reason, you will be charged a fee.

h. Bill Inquiries and Refunds. If you believe you have been billed in error for the Services, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 800.288.2020; Business 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.

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.

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 is not the responsibility of AT&T, and AT&T will not provide support, 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, or otherwise) 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 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 your equipment. If you own the equipment or 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.

a. Additional Equipment Information for AT&T U-verse High Speed Internet Customers. AT&T will make available to you certain equipment (including 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 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 "U-verse Equipment"), required for your Service. If you have not purchased U-verse Equipment from AT&T or if previously purchased U-verse Equipment is beyond the one-year (1-year) warranty period (from

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date of installation) and requires replacement, then you agree to pay a monthly equipment fee for the U-verse Equipment, as part of your purchase of or continued use of the Service and/or other U-verse services. Equipment fees and purchase options depend on the AT&T U-verse services you order and the installation options you choose.

The U-verse 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. 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 power supply box and provide an initial backup battery for the ONT power supply box. If there is an ONT located inside 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 visit att.com/batterybackup.

You hereby agree to be solely responsible for determining when backup batteries for any U-verse 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.

Note that U-verse Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt the U-verse Service as well as any additional services that use the U-verse 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 U-verse 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 U-verse 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 U-verse 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 U-verse 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.

Return of equipment: If your U-verse 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 U-verse equipment must be returned to AT&T undamaged, within twenty-one (21) calendar days after the Service is terminated. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged for the value of the U-verse Equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the U-verse Equipment within this time period. If all U-verse Equipment is returned within six (6) months of termination, any fees charged for such U-verse Equipment will be refunded (other than fees for damages). No refunds will be made for U-verse

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Equipment returned after six (6) months from termination. The return of equipment provisions also apply 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 Site/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 or Yahoo! by calling:

866.722.3425 for AT&T Dial subscribers

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

800.ATT.2020 for AT&T U-verse High Speed Internet consumer subscribers

800.321.2000 for AT&AT U-verse High Speed Internet Business Edition, AT&T High Speed Internet Business Edition, or AT&T High Speed Internet Business Edition Direct

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. Yahoo! Premium Services

Yahoo! also offers certain premium services. You may be prompted to complete the registration process and provide billing and other information before you can use Premium Services. Premium Services are considered part of the Service and are covered by the terms of this Agreement, but may have separate posted guidelines or additional terms that you must follow when using such Premium Services. In addition, certain services offered by Yahoo! are governed by additional agreements. The posted guidelines, additional terms, or additional agreements (as applicable) will be provided to you when you use, sign up for, or register for those particular services. Unless otherwise expressly noted, the services provided by Yahoo! are consumer services.

Certain Premium Services are included as part of your membership in the Service. These are called "Core Premium Services." Other premium services are available for purchase at an additional cost. These are

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called "A La Carte Premium Services."

a. Termination of Premium Services and Benefits. Core Premium Services, any discounts that are provided to Members of the Service on the purchase of certain additional A La Carte Premium Services, or any other benefits provided as part of the Service will terminate upon termination or discontinuance of your membership with the Service. All Core and A La Carte Premium Services, discounts and other benefits provided as part of or in connection with the Service are subject to change at any time without notice. You may cancel a Premium Service at any time by calling Yahoo! Customer Service at 409.349.5151.

For customers who have a Yahoo! ID that is combined with an account under this Service, any A La Carte Premium Services you may have will remain in effect according to the terms applicable to each of those services after termination of your account. For a period of at least 90 days after the termination of your Service account, you will be asked to close your Member ID when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including <http://att.yahoo.com>) using your Yahoo! ID or Member ID. If you do not close your Member ID within such period, we will automatically close your Member ID for you. After your Member ID is closed, you will be able to access your A La Carte Premium Services using your Yahoo! ID.

If you did not combine a Yahoo! ID with an account under this Service, then any A La Carte Premium Services that you purchased under your Member ID will terminate if you fail to transfer them to a new Yahoo! ID within 90 days after termination of your Service account. Unless and until they are terminated, any A La Carte Premium services you may have will remain in effect according to the terms applicable to each of those services. Upon transferring your A La Carte Premium Services to a new Yahoo! ID, you will be able to access these premium services using your new Yahoo! ID. You will be given the option to transfer these premium services to a new Yahoo! ID, when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including <http://att.yahoo.com>) using your Member ID within the transfer period. If you do not transfer these premium services to a new Yahoo! ID, we will terminate these premium services and you may lose some associated data that is stored in connection with such premium services, such as emails, photos, or briefcase data that are attributable to premium services that offer extra storage in the Yahoo! Mail, Yahoo! Photos, and Yahoo! Briefcase properties. Your Member ID will close when you transfer your A La Carte Premium Services or, if you fail to transfer them, at the end of the transfer period.

Note: Sub Accounts with a combined Yahoo! ID will keep their A La Carte Premium Services under their Yahoo! ID when the Member ID of the member Account holder is closed. Sub Accounts with no combined Yahoo! ID will not have an opportunity to transfer their A La Carte Premium Services and associated data, Sub Account holders should make the election following the process above before the Member ID of the Member Account is closed.

10. Restrictions on Use

Your use of the Site and Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at att.com/legal/terms.aup.html and is hereby incorporated into these Terms of Service 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 and/or Yahoo! 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)

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uses that constitutes a security risk or a violation of privacy. See the AUP for a more detailed discussion of the policy and these examples.

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 and Site, except that portion provided by third party providers, is copyrighted and property of AT&T and/or Yahoo! as applicable.

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 Site or Service(s). **AT&T and Yahoo! assume 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. If you believe that your work has been copied and has been posted, stored or transmitted to the Site in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing the AT&T Copyright Agent the following written information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed upon; (c) a specific description of where the material that you claim is infringing is located on the Site; (d) your address, telephone number, and email address; (e) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and, (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The AT&T Copyright Agent for notice of claims of copyright infringement on the Site can be reached as follows:

*Manager of Security & Copyright Infringement, 1800 Perimeter Park Drive, Suite 100 Morrisville, NC 27560.
Phone: 919.319.5737. Fax: 919.319.8154. Email: copyright@att.com.*

For more information about the AT&T copyright protection practices under the DMCA and for information on how to contact the DMCA agent for AT&T, please refer to att.net/legal/copyright.

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 will not be permitted to access the Site or 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 Site or 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 Site and Service are appropriate for a minor.

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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 Yahoo! nor their 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 Yahoo! nor their licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T or Yahoo! 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, 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.

11. Data Management, Content & Links

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 or Yahoo!, are entirely responsible for all content that you upload, download, post, email, transmit, or otherwise make available via the Site and Service ("Content"). AT&T and Yahoo! do not generally prescreen or control Content that is posted by users of the Site, and, therefore, do not guarantee the accuracy, integrity, or quality of such Content. AT&T and Yahoo! shall have the right (but not the obligation) in its sole discretion to prescreen, refuse, or remove any Content that is available via our Site that is illegal, violates these Terms or the AUP, or exposes AT&T or Yahoo! to any risk of claims, lawsuits, or liability. As the providers of the Service, we are only a forum and are not liable for any statements, representations, or Content provided by Site users. Any opinions, advice, or recommendations expressed therein are those of the users providing such Content and not those of AT&T or Yahoo!. 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 Site that is subsequently accessed on a mobile device.

AT&T and Yahoo! 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, Yahoo!, other end users, and the public.

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c. Grant of License. AT&T and Yahoo! do not claim ownership of Content you submit or make available for inclusion on the Site or Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Site, you grant AT&T and Yahoo! the following worldwide, royalty-free, and non-exclusive license(s) as applicable:

(i) With respect to Content you submit or make available for inclusion on publicly accessible areas of Yahoo! Groups, you grant AT&T and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display such Content on the Site solely for the purposes of providing and promoting the specific Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Site and will terminate at the time you remove or Yahoo! removes such Content from the Site.

(ii) With respect to photos, graphics, audio, or video you submit or make available for inclusion on any publicly accessible area of the Site other than Yahoo! Groups, you grant AT&T and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display such Content on the Site solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Site, and will terminate at the time you remove or Yahoo! removes such Content from the Site.

(iii) With respect to Content other than photos, graphics, audio, or video you submit or make available for inclusion on publicly accessible areas of the Site other than Yahoo! Groups, you grant AT&T and Yahoo! the perpetual, irrevocable, and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

d. Links. The Site may include links to other Web sites or resources. These links are to Web sites that AT&T and Yahoo! do not control. AT&T and Yahoo! are not, therefore, responsible and will not be liable for the availability, content, advertising, products, or other materials available on such Web sites or any damage alleged to have been caused by or in connection with the use of content available on such Web sites.

e. Third Party Content. Content contained in sponsor advertisements or information presented to you through the Site or advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly authorized by AT&T, Yahoo!, or advertisers you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Site, Service, or the Software in whole or in part.

f. 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 your retain information for any other purpose. If you prefer to opt out of this service, you may do so by visiting 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 and Yahoo!. These policies are available at <http://att.yahoo.com/privacy>.

All U-verse[®] with AT&T GigaPowerSM Internet traffic is scanned to identify originating IP addresses to apply

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service features and pricing specific to your plan and to restrict use of Web browsing information to customers who have chosen to participate in the AT&T Internet Preferences program. AT&T may collect and use Web browsing information for other purposes, as described in our Privacy Policy, even if you do not participate in the Internet Preferences program. For more information, go to the AT&T Internet Preferences FAQ at att.com/InternetPreferences.

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 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 arbitration agreement does not include claims against Yahoo!, or claims against AT&T or Yahoo! that are based in whole or in part on the Site. 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,

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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.

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, 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.) 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

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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 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. Dispute Resolution with Yahoo!

You and Yahoo! each agree that this Agreement and the relationship between You and Yahoo! shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the services offered or provided by Yahoo!, or the relationship between you and Yahoo!, shall be brought exclusively in the courts located in the county of Santa Clara, California, or the U.S. District Court for the Northern District of California. You and Yahoo! agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California, or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

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15. Software - End User License Agreement

If you have connected to the Service by downloading or installing the AT&T and/or Yahoo! Internet software ("Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, AT&T, Yahoo!, 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 and Yahoo! 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, Yahoo!, 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, whether the equipment is owned by you or AT&T, that AT&T, Yahoo!, 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.

16. 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 and Yahoo! are not liable for such interruptions. You further understand and agree that AT&T and Yahoo! have 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 and Yahoo!. In addition, AT&T and Yahoo! are 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.

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17. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. However, under this TOS, AT&T does not provide support for devices that access the Service under this Agreement.

18. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SITE, SERVICE, AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AT&T, YAHOO!, AND THEIR 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 MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
2. AT&T, YAHOO!, AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SITE, SERVICE, AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE, SERVICE, AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (FOR EXAMPLE BUT WITHOUT LIMITATION, NEITHER AT&T NOR YAHOO! WARRANTS THAT YOU WILL ALWAYS RECEIVE EMAILS ADDRESSED TO YOU), (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, 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 SITE, SERVICE, AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, AND (v) ANY ERRORS IN THE SITE, SERVICE, AND/OR SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, 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 YAHOO! OR THROUGH OR FROM THE SITE, SERVICE, AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

19. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR YAHOO! NOR THEIR 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 OR YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE

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SITE, 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 SITE, 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 SITE, SERVICE, AND/OR SOFTWARE; OR, (f) ANY OTHER MATTER RELATING TO THE SITE, SERVICE, AND/OR SOFTWARE.

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 18 AND 19 MAY NOT APPLY TO YOU.

20. Indemnity

You agree to indemnify and hold Yahoo!, AT&T, and their 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 Site or Service, your use of the Site or Service, your connection to the Site or 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 Site and 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 and Yahoo! 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.

21. General

a. Special Admonition for Services Related to Financial Matters. If you intend to create or join any service, or receive or request any news, messages, alerts, or other information from the Site or Service concerning companies, stock quotes, investments, or securities, AT&T and Yahoo! and their licensors will not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the Service, and will not be responsible or liable for any trading or investment decisions made based on such information. The Site and Service is provided for informational purposes only, and no Content included in the Site or Service is intended for trading or investing purposes.

b. 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 U-verse High Speed Internet subscribers (Consumer Only) (800.ATT.2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (888.321.2375), and AT&T U-verse High Speed Internet-Business Edition (888.288.8339). LEGAL NOTICES to AT&T and Yahoo! must be given by letter delivered by first class US mail to AT&T Service, PO Box 204089, Austin, TX 78720-4089.

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c. Trademark Information/Proprietary Rights.

The YAHOO!, Yahoo! logo, and all other Yahoo! logos and product and service names are each trademarks of Yahoo! Inc. (the "Yahoo! Marks"). You may not display or use the Yahoo! Marks in any manner without Yahoo!'s prior written permission. 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.

d. 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, Yahoo!, and you. This Agreement governs your use of the Site and/or Service, superseding any prior agreement between you and Yahoo! or 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 Yahoo!, AT&T, or affiliate services, third- party content, or third-party software. The failure of AT&T or Yahoo! 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 your Yahoo! account is non- transferable and any rights to your Yahoo! I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. 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 or Yahoo!'s 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.

e. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancelation, or expiration of this Agreement, will survive the termination, cancelation, 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 or email us at abuse@att.net.

Last updated: July 2015.

[1] AT&T U-verse High Speed Internet, AT&T High Speed Internet, AT&T U-verse High Speed Business Edition, 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

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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 are referred to herein as "AT&T").

Schedule 1**Business Customers****Additional Terms and Conditions**

1. Inside Wire. When ordering AT&T U-verse High Speed Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between the AT&T 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 U-verse High Speed 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 U-verse High Speed Internet Business Edition (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 (Fast Access® Business DSL)
- http://serviceguidenew.att.com/sg_flashPlayerPage/HSI (AT&T High Speed Internet Business Edition)

4. Reimbursement for Time, Materials and Expenses (Business Customers Only): 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.

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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 the last written settlement offer by AT&T, 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.

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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: 787.756.0804 or 866.578.5500; Online: jrtp.gobierno.pr.

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Personal Business About AT&T

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High Speed Internet Data Calculator

Back to Internet Usage

Estimate your monthly usage

Select Your Service

AT&T High Speed Internet 150GB

Use the sliders below to estimate how much usage, on average, your monthly Internet activities take.

Your Estimated Monthly Usage

150GB

Emails* sent/received

2500 Emails

Songs (MP3 audio files) downloaded

750 Songs

Photos uploaded or downloaded

200 Photos

Time spent playing online games

71 Hours

Hours of streaming HD video

High Definition

30 Hours

80.08GB

*Represents 75% of emails with no attachments and 25% of emails with standard attachment.

Reset Data Calculator

Data Legend

The examples below provide a general guideline for the amount of data used per service:

- 1 email (no attachment) 20KB
• 1 email (with standard attachment) 300KB
• 1 song downloaded 4 MB
• 1 min. of streaming video (standard) 11.7MB (700MB/hr)
• 1 min. of streaming video (HD) 41.7MB (2500MB/hr)
• 1 photo upload to social media 5MB
• 1 min. of online games 200KB (12MB per hour)

Note: These examples are estimates based on typical file sizes and transfer durations. Your usage may vary based on the applications you use.** 1MB = 1,000KB

Exhibit 7

1GB = 1,000MB



FREE myAT&T app***

Instantly track usage, review and pay your bill from your smartphone or tablet.

Learn more >

Need more information?

Log in to myAT&T to view actual usage.

**The total bandwidth necessary to transmit the data you send and receive over the network from your place of residence – including but not limited to software update request, email notifications, and resent requests – counts toward your data plan. Individual usage results may vary based on the applications you use.

***Online account registration is required for activation. myAT&T App is available for Apple® iPhone®, Blackberry, Windows and Android™ OS Supported devices. Access to the myAT&T mobile web site is dependent on device operating systems, mobile browser, and device attributes.

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The first nationwide carrier to be awarded



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Support / U-verse Internet / Bandwidth & speed

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Broadband Usage FAQs

Broadband data usage includes all data that you send and receive on your AT&T Internet, both wired and Wi-Fi. Learn how to manage, monitor, and estimate future data usage.



Recommended Solution

ACCOUNT MANAGEMENT

[Internet Usage \(http://www.att.com/internet-usage\)](http://www.att.com/internet-usage)

Manage and monitor your Internet data with our Internet Usage Tool. Have your Primary Member ID and password ready to log in now.



<http://www.att.com/internet-usage>

VIDEO

[Broadband Usage Overview](#)

Learn how AT&T's DSL bandwidth works, including the difference between 150 GB and 250 GB plans.

[Play video](#)

DETAILED INFORMATION

[Learn about Internet data usage](#)

[Close article](#)

Broadband data

How much data is included in my AT&T Internet service?

The following service plans receive the specified amount of data for each billing period. The data you send and receive [Questions? Chat Live](#) counts to your monthly data plan.

- **AT&T High Speed Internet (DSL)** residential service includes 150 gigabytes (GB).
- **AT&T U-verse High Speed Internet** residential service, up to 75 Mbps, includes 250GB.
- **AT&T U-verse High Speed Internet 100** where offered with U-verse with AT&T GigaPower includes 500GB.

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- **AT&T U-verse High Speed Internet 300** where offered with U-verse with AT&T GigaPower includes 500GB.
- **AT&T U-verse High Speed Internet 1 Gbps** where offered with U-verse with AT&T GigaPower includes 1 terabyte (TB) of data each billing period.

What is a gigabyte?

A gigabyte is a unit of data measurement transmitted over the Internet. Approximately 50,000 single-page emails (without attachments), for example, equate to about 1GB. It is important to remember that a GB represents the amount of data sent over the network, and not the amount of time spent using the Internet.

How much is 150GB?

150GB is far more data than most customers ever use in a month. Our average AT&T High Speed Internet customer only uses about 35GB per month. In fact, less than 4% of AT&T High Speed Internet customers use more than 150GB per month. We estimate that 96% of our customers will not be affected by this change because our data plans include so much bandwidth.

How much do I get with 150 or 250GB?

You can do a lot with 150 or 250GB. Here's an example:

150 vs. 250GB Usage Examples		
Monthly Activity	150GB	250GB
Send/receive one page emails	10,000 emails -and-	10,000 emails -and-
Download/upload a medium resolution photo to social media site like Facebook	2,000 photos -and-	2,000 photos -and-
MP3 Songs downloaded	1,000 songs -and-	1,000 songs -and-
Stream a one-minute YouTube video (standard quality)	1,000 views -and-	1,000 views -and-
Watch hour-long TV Shows (high quality)	75 shows -and-	100 shows -and-
Stream full length movies (Standard Definition: SD; High Definition: HD)	50 SD or 25 HD movies	100 SD or 50 HD movies

Usage examples are estimates based on typical file sizes and/or duration of file transfer or streaming event.

Will spending a lot of time on the Internet cause me to exceed my data plan?

Time alone is not the determining factor; it is the activity that matters. You could spend several hours reading emails, for example, and use less than 1GB of data. You could spend 30 minutes streaming a standard definition movie, on the other hand, and use 0.35GB of data. It is important to remember that it is what you are doing on the Internet, not how long you do it, that determines the amount of data that you use.

Can someone outside my immediate household affect my bandwidth usage?

If you have not secured your Wi-Fi router/gateway, someone nearby with a computer or Wi-Fi enabled device could access your home network and use your High Speed Internet Service, which could increase your monthly usage. AT&T recommends that you secure your Wi-Fi router/gateway to prevent others from using your High Speed Internet Service. We suggest that you use common encryption protocols, such as Wireless Encryption Protocol (WEP) or Wi-Fi Protected Access (WPA) for security. AT&T provides support and instructions for all AT&T provided devices. For non-AT&T devices,

Exhibit 7

check with your manufacturer's support site.

What is included in my usage?

Usage includes all of the data you have received (downloaded) or sent (uploaded). In addition, we take into account the standard network protocols (such as Ethernet and IP activity) that are used to transmit content via the Internet.

Does Wi-Fi usage count toward my usage?

If you access the Internet through your Wi-Fi home network using any type of device (including smartphones), that access will be included. However, if you access the Internet via a public or commercial Wi-Fi hotspot, that access is not counted toward your usage.

I have an AT&T MicroCell. Since that utilizes my home broadband network to boost my wireless data signal, does that mean my wireless usage also counts against my wired broadband monthly data plan?

No, the wireless traffic from your AT&T MicroCell does not count toward your monthly home broadband plan. Please register your AT&T MicroCell account and your residential AT&T Internet account at www.att.com/internet-usage-MicroCell (<http://www.att.com/internet-usage-MicroCell>) to help ensure accurate Internet usage billing. If you have broadband service with another provider, you do not need to register your account.

What will happen if I exceed my data plan?

You will receive a notice the first time your usage exceeds your data plan and will not be billed.

In the following months, we will send you additional notices any time your usage exceeds 65% and 90% of your data plan to help you track and manage your usage. The next time you exceed your data plan, you'll once again be notified, but will not be billed.

If you exceed your data plan in any subsequent billing period, we'll provide you with an additional 50GB of data for \$10. You'll be charged \$10 for every incremental 50GB of usage beyond your plan.

Importantly, if you don't receive a notice from AT&T, it means you haven't exceeded your data plan. In some cases, it may mean that we cannot measure your usage yet.

If I exceed my monthly usage, when will I see the usage charges on my bill?

The usage measurement is based on your billing date. AT&T bills usage charges in arrears. Depending on your billing date and when you exceed your data plan within your billing cycle, it may take one (1) to two (2) billing cycles before you will see usage charges on your bill. When you exceed the monthly data in your plan for a third time, typically you will see the charges for additional data on the next month's bill.

Where will I receive notices about my broadband usage?

You will receive notices about your broadband usage at the primary email address that you set up when you registered for Service. We will send a letter by U.S. mail if we can't reach you by email or don't have your email address.

How will AT&T help me to monitor my usage?

Our website, www.att.com/internet-usage (<http://www.att.com/internet-usage>), offers several resources to help you manage and monitor your usage. You can click View my usage to view your personal usage from the January 2011 bill cycle to the most recent

Exhibit 7

billing cycle. To protect confidential customer information, this site is password-protected. The login is your AT&T primary account email address (e.g., John_smith@att.net). The password is the same password used to access your att.net homepage and primary email account.

AT&T initially will report usage data on a weekly basis. When a customer reaches 70% of their data plan, we will supplement their personal usage report on a daily basis. A customer's usage will be posted on the website within 1 - 4 days of use.

Our usage tool also provides examples of Internet activities that can impact your usage. A usage calculator helps you estimate your monthly usage by inputting information on your online activities.

What is included in the usage examples in the AT&T Data Calculator?

Usage examples are estimates based on typical file sizes and/or duration of file transfer or streaming event. Your usage includes the total bandwidth necessary to transmit the data you send and receive over the network from your place of residence, plus software update requests, email notifications, and resend requests. Individual usage results may vary based on the applications you use and the content you access. For example, if your emails have large attachments, the usage for that application may exceed what we have estimated in the data calculator.

I can't seem to access the usage tool. What should I do?

Many of our customers have access to this tool already. For those who don't today, until you're able to log in and view your usage on www.att.com/internet-usage (<http://www.att.com/internet-usage>), you should not be concerned about your usage patterns for billing purposes. We will notify you once the tool is available.

What if I don't see any bandwidth usage for my account when I check the online tool?

If you do not see any usage for your account listed in the online tool or you cannot access the tool, do not worry - you will not be charged if you exceed your monthly data plan.

In some cases, if you do not receive a notice from AT&T, it means that you have not exceeded your monthly data plan yet. It may also mean that we cannot measure your usage today. Remember, we will communicate with you directly numerous times if you approach the monthly usage and before any overage fees are applied.

The usage tool shows I have zero or low usage for several days and then very high usage the next day. That doesn't match with my daily usage. Why is that?

In some limited cases, your usage may not appear in our system until one or more days after it occurs. When that happens, we are still able to accurately measure your total usage, but it may not appear on the correct date in the usage tool.

How do you know that your usage measurement is accurate?

We have a dedicated team of trained and specialized lab engineers that thoroughly review and check the accuracy of our system on a regular basis. And our customer care agents are always happy to discuss individual usage one-on-one with our customers to answer their questions.

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COMMUNITY DISCUSSION

Re: U-Verse data caps

✓ Solved by Computer-Joe

u-verse-high-speed-internet | 11-17-2014 1:19:07 PM | 33316 Views

@skeeterintexas wrote:@zcowrx wrote:Does AT&T have a data cap for uverse and if so is it enforced?No and no. ____ **...More**

[Go to solution](#) 

Related solutions

Enable your Wi-Fi network security - Pace 5031

Set security for your Wi-Fi home network to protect your network from unwanted users. To get extra protection, enable a WPA (Wi-Fi Protected Access) password.

Enable your Wi-Fi network security - Pace 4111

Set security for your Wi-Fi home network to protect your network from unwanted users. To get extra protection, enable a WPA (Wi-Fi Protected Access) password.

Did you get the help you needed?

Yes

No

Exhibit 7



Facts about your data plan

Use our online tools to estimate your usage, figure out your current usage patterns, or get answers to FAQ's about broadband usage.

[Learn more about data usage](http://www.att.com) > (<http://www.att.com>) [How much is 150 GB?](#) > [How much is 250 GB?](#) > [Broadband Usage FAQ](#) > [Log in to myAT&T to view usage](#)

What are AT&T's data plans, and what do they mean to you?

We're all using an increasing amount of data, or bandwidth. AT&T has experienced a dramatic increase in the amount of data that is sent and received over its wireline broadband networks. This dramatic increase is driven primarily by a small fraction of our customers. In fact, the top 2 percent of customers use about 20 percent of the total capacity on our network and these lopsided usage patterns can cause congestion and slow Internet speeds for other users.

More than 97 percent of AT&T High Speed Internet users will not experience any change as a result of this updated policy because the new data plans offer far more bandwidth than the average person ever uses. We will notify you by email or letter several times before you incur any charges for additional data.

[Learn More.](#)

[Broadband Usage FAQ](#) >

[Terms of Service \(http://www.att.com/shop/internet/att-internet-terms-of-service.html\)](http://www.att.com/shop/internet/att-internet-terms-of-service.html) >

What happens if you exceed your data plan?

You will receive a notice the first time your usage exceeds the data plan. We will send you alerts if your usage approaches or exceeds the amount of data included in your plan. If you exceed your monthly data plan a third time we'll charge you \$10 for each additional 50 GB of data provided to you that month. You'll be charged \$10 for every incremental 50 GB of usage beyond your plan.

Will spending a lot of time on the Internet cause me to exceed my data plan?

Time is not the determining factor; it is the activity that matters. You could spend several hours reading emails, for example, and use less than 1 GB of data. You could spend 30 minutes downloading a movie, on the other hand and use 2 GB of data. It is important to remember that it is what you are doing on the Internet, not how long you do it, that determines the amount of data you use.



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) 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 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. We also have developed data plans for our wired and mobile broadband Internet access services so that our customers' rates better reflect their usage levels. AT&T provides usage calculators and other tools for our wired and mobile broadband Internet access services to assist customers in estimating their anticipated usage levels. In addition, we send notices to our customers when they are approaching the applicable usage thresholds for our tiered wired and mobile services. For more information, please click [here](#) (wired) and [here](#) (mobile).

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 have evolved over time to benefit our customers and take advantage of the billions we have spent to expand and augment our networks. We recently implemented a change to our network management practices that may affect certain smartphone customers with Unlimited Data Plans. Specifically, if a customer on a smartphone with an 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, Unlimited Data Plan smartphone 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 the essential promise of the Unlimited Data Plan, and we are pleased to continue honoring that promise. 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 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 unlimited data plan customer may also vary significantly, but such impact will last only as long as the site is congested.

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We will notify 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. Customers on tiered data or Mobile Share plans are not subject to these network management practices. For more information about this process, please see below and click [here](#).

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.

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.

AT&T participates in the Copyright Alert System, which was created pursuant to an agreement amongst the Motion Picture Association of America (MPAA), the Recording Industry Association of America (RIAA), and many of the nation's leading Internet Service Providers (ISPs) and is administered by the Center for Copyright Information (CCI) – www.copyrightinformation.org. The 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. 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?

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.

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

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

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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.

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). They also may attach 3G- or 4G-capable devices of their choice to our mobile broadband Internet access services, so long as the devices do not harm our network or other users. Consistent with AT&T's plan to sunset its 2G network, 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 IEEE2 802.11b or earlier Wi-Fi protocols. Devices must also be used in a manner consistent with our terms of service and Acceptable Use Policy.

For our mobile services, mass market customers will need to ensure that the device they wish to attach is FCC-approved and compatible with the technology used in our mobile network.

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. 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 customers with a consistently high-quality video service, the speed of AT&T U-verse broadband Internet access service may be temporarily reduced when a customer is using his or her U-verse video service in a manner that requires high bandwidth. Please click [here](#) for our U-verse 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 speed and latency 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 levels of speed or latency 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.

Exhibit 7
Broadband Information

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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](#) to learn more. 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 average, actual download and upload speeds for AT&T's mass market wired broadband Internet access services, by speed tier, based on data compiled by the FCC's Measuring Broadband America (MBA) initiative between January 2014 and June 2014. Note: not all available speed tiers from AT&T are measured in the FCC MBA process. For more information about the FCC's MBA initiative, including how speeds are measured, go to www.fcc.gov/measuring-broadband-america.

AT&T Wired Broadband Metric Averages Jan-Jun 2014 by Speed Tier (Download x Upload in Mbps)	Download Speed (Mbps)	Upload Speed (Mbps)
1.5x0.256	1.31	0.30
1.5x0.384	1.38	0.36
3x0.384	2.61	0.49
3x0.512	2.61	0.46
3x1	3.84	1.16
6x0.512	5.49	0.63
6x0.768	7.54	1.95
6x1	6.84	1.32
12x1	11.78	1.48
12x1.5	12.28	1.71
18x1.5	20.33	1.69
24x3	23.90	3.65
45x6	41.31	6.76

Mobile Service. AT&T does not offer mass market mobile broadband Internet access service in different speed tiers, nor do we guarantee particular speeds. Speeds available on our mass market mobile broadband Internet access service are affected by many different factors that can impact wireless network performance as discussed above. Based on AT&T's analysis of independent third party testing of actual network performance, AT&T expects customers will typically experience the following speeds, subject to location, device, and other factors as discussed above:

Technology	Download (in Mbps)	Upload (in Mbps)
3G	.5 to 3	.5 to 1
4G	2 to 6	.8 to 1
4G LTE	5 to 20	3 to 10

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.

Though 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:

AT&T Wired Broadband Metric Averages Jan-Jun 2014 by Speed Tier (Download x Upload in Mbps)	UDP Latency (ms)
1.5x0.256	49

Exhibit 7
Broadband Information

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1.5x0.384	48
3x0.384	43
3x0.512	41
3x1	44
6x0.512	46
6x0.768	36
6x1	38
12x1	37
12x1.5	41
18x1.5	44
24x3	37
45x6	35

Source: SamKnows/FCC MBA Initiative

Mobile Service:

Technology	Time in milliseconds
3G	107 to 223
4G	85 to 166
4G LTE	57 to 95

Wi-Fi Service: approximately 10 to 250 milliseconds

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](#)
- [Consumer Mobile Rates and Data Plans](#)
- [Small Business Wired Rates](#)
- [Small Business Mobile Rates and Data Plans](#)
- [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](#)
- [Small Business Mobile](#)
- [Wi-Fi](#)

Acceptable Use Policy

- [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.

Exhibit 7

Broadband Information

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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.

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>.

Last updated: December 9, 2015.

Exhibit 7

Maz POTS -n... [REDACTED]

FastAccess® DSL Ultra [Change Plan ?](#)

Phone Number: [REDACTED]

Download Speed up to: 1.5 Mbps

Upload Speed up to: 256 Kbps

Manage Your Account

Bill and Payments Support

[How to update payment method >](#)

[How to enroll in paperless billing >](#)

[Bill Sample >](#)

View usage for: DSL Internet: 770.220.2480

FastAccess® DSL Xtreme 6.0

Total Data Used

65.76 of 150

GB Used

The amount of usage fees used to upload media and other data from your (business) to the Internet.

▲ 6.55 GB Uploaded ?

▼ 59.21 GB Downloaded ?

Usage Details [Print](#) | [Download](#)

Date	Downloaded (GB)	Uploaded (GB)	Total (GB)
10/24/2015	1.71	0.35	2.06
10/23/2015	4.55	0.33	4.88
10/22/2015	3.23	0.21	3.44
10/21/2015	3.32	0.21	3.53
10/20/2015	2.76	0.38	3.14
10/19/2015	2.56	0.24	2.80
10/17/2015	1.94	0.40	2.34
10/16/2015	1.34	0.51	1.85
10/15/2015	0.59	0.23	0.82
10/14/2015	0.45	0.22	0.67
10/13/2015	0.35	0.11	0.46
10/12/2015	1.77	0.29	2.06
10/11/2015	1.78	0.27	2.05
10/10/2015	1.73	0.29	2.02

Support

Support

High internet

high-speed | save one year!

NEW OFFER!

Exhibit 7

View usage for: DSL Internet: 770.220.2480

FastAccess® DSL Xtreme 6.0



Total Data Used

65.76 of 150

GB Used

The amount of gigabytes used to download and/or upload your data from your device(s) to the Internet.

6.55 GB Uploaded

59.21 GB Downloaded

Usage Details

Print

Download

Date	Downloaded (GB)	Uploaded (GB)	Total (GB)
10/24/2015	1.71	0.35	2.06
10/23/2015	4.55	0.33	4.88
10/22/2015	3.23	0.21	3.44
10/21/2015	3.32	0.21	3.53
10/20/2015	2.76	0.38	3.14
10/19/2015	2.56	0.24	2.80
10/17/2015	1.94	0.40	2.34
10/16/2015	1.34	0.51	1.85
10/15/2015	0.59	0.23	0.82
10/14/2015	0.45	0.22	0.67
10/13/2015	0.35	0.11	0.46
10/12/2015	1.77	0.29	2.06
10/11/2015	1.78	0.27	2.05
10/10/2015	1.73	0.29	2.02
10/09/2015	0.90	0.23	1.13
10/08/2015	3.26	0.33	3.59
10/07/2015	5.51	0.22	5.73
10/06/2015	1.52	0.26	1.78
10/05/2015	3.34	0.26	3.60
10/04/2015	2.92	0.22	3.14
10/03/2015	6.06	0.31	6.37
10/02/2015	5.43	0.35	5.78
10/01/2015	2.19	0.33	2.52

Totals for this billing period

59.21 GB downloaded

6.55 GB uploaded

65.76 GB used

Exhibit 7

Past DSL Usage | 01/01/2015 - 01/31/2015 | 03/01/2015 - 03/31/2015 | Create Report

Print

Data Usage

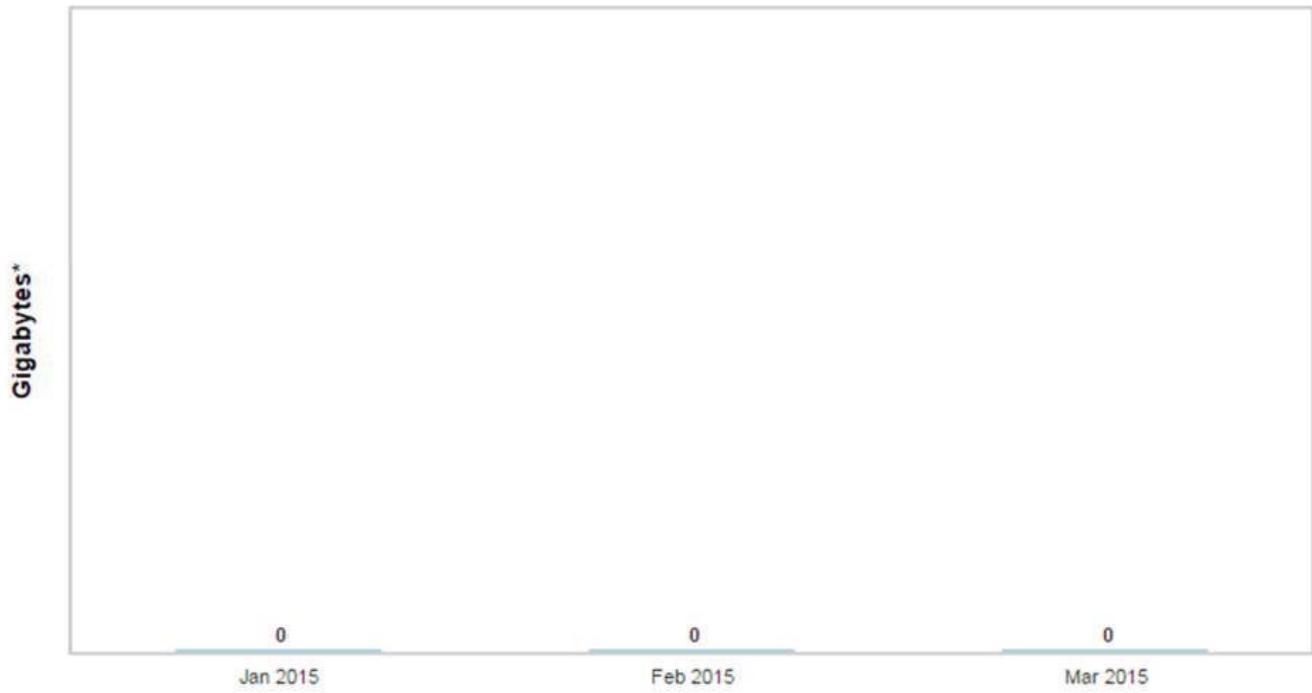


EXHIBIT 8

List of Organizations AT&T Has Contacted Regarding Discounted Broadband Services Program

AARP
American Farm Bureau Federation
American Foundation for the Blind
Black Women's Roundtable
Call for Action
Connected Nation
Consumer Action
Consumer Federation of America
Consumer Policy Solutions
EveryoneOn
Federal Department of Housing and Urban Development
Hearing Loss Association of America
Hispanic Technology and Telecommunications Partnership
LGBT Technology Partnership
Mission for Educating Citizens for Autism
Multicultural Media, Telecom and Internet Council
National Association of the Deaf
National Cyber Security Alliance
National Hispanic Council on Aging
Shepherd Center
Telecommunications for the Deaf and Hard of Hearing, Inc.
The OASIS Institute
Wireless Rehabilitation Engineering Research Center