



AT&T BUSINESS SERVICES AGREEMENT

This AT&T Business Services Agreement ("Agreement") applies to the AT&T Services to which You subscribe, except for Services provided under (a) a Tariff; or (b) another agreement between You and AT&T (unless that other agreement references this Agreement). The Effective Date of this Agreement for any individual Service is the later of: (a) the date on which the withdrawal of a Tariff governing the Service becomes effective; or (b) the date on which You subscribe to or use the Service. When You apply for, subscribe to, or use the Service after the Effective Date, You are accepting the terms of this Agreement. If You do not agree with the terms of this Agreement, You must notify AT&T prior to the Effective date to disconnect the Service. To disconnect the Service, You must contact AT&T by calling the number on Your billing statement or by using any other method designated by AT&T. You will be responsible for all applicable charges incurred prior to termination. AT&T TARIFFS, GUIDEBOOKS and SERVICE GUIDES, AS MODIFIED FROM TIME-TO-TIME, ARE INCORPORATED BY REFERENCE HEREIN TO THE EXTENT EACH IS APPLICABLE TO THE SERVICE(S) PROVIDED UNDER THIS AGREEMENT, AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE. You agree that it is impractical for AT&T to provide here all of the terms and conditions, including rates and charges, that are set forth under those documents and that AT&T has acted reasonably in providing access to the Tariffs, Guidebooks and Service Guides as described in Section 1. THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

1. DEFINITIONS

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

- a. "Agreement" means the terms and conditions set forth herein and in all incorporated documents.
- b. "AT&T," "the Company," "we," "our" and "us" means the affiliates and subsidiaries of AT&T Inc. that provide or may provide Services to You under this Agreement. In the Tariffs, Guidebooks and Service Guides, AT&T may be referred to as "the Telephone Company, or "the Company."
- c. "Authorized Use Policy" or "AUP" means AT&T's policy that applies to Services provided over or accessing the Internet. You can find the AUP at <http://att.com/aup>.
- d. "Guidebooks" are those documents that contain the standard descriptions, pricing, and other terms and conditions for Services that were, but no longer are, filed with regulatory commissions. You can find AT&T's Guidebooks at www.att.com/servicepublications. (In some jurisdictions, the Guidebooks may be called "Catalogs" or "Service Descriptions and Price Lists".) If You do not have access to the Internet, You may call an AT&T representative at the number that appears on Your billing statement for a copy of the Guidebook(s) that apply to Your Service(s). AT&T reserves the right to modify the Guidebooks from time-to-time by the methods described elsewhere in this Agreement; You should regularly review the Guidebooks for Your Service(s) to ensure You are familiar with the current controlling terms and conditions.
- e. "Service" or "Services" means the retail business services offered by AT&T pursuant to this Agreement. Commercial Mobile Radio Services (such as cellular or other wireless services) are not retail business services under this Agreement.
- f. "Service Guides" are documents that contain the description, prices, and other terms and conditions for Services that are not contained in a Guidebook or a Tariff. You can find AT&T's Service Guides at www.att.com/servicepublications. If You do not have access to the Internet, You may call an AT&T representative at the number that appears on Your billing statement for a copy of the Service Guide(s) that apply to Your Service(s). AT&T reserves the right to modify the Service Guides from time-to-time by the methods described elsewhere in this Agreement; You should regularly review the Service Guides for Your Service(s) to ensure You are familiar with the current controlling terms and conditions.
- g. "Tariffs" are documents that contain the standard descriptions, pricing, and other terms and conditions for Services for which a regulatory commission requires AT&T to file a Tariff. You will find AT&T's Tariffs at www.att.com/servicepublications.
- h. "You" or "Your" means the person or entity subscribing to the Service(s) provided under this Agreement, and its employees, directors, agents and representatives.

2. USE OF THE SERVICES

AT&T will provide Services to You, subject to availability and operational limitations of systems, facilities and equipment. You may not resell the Services to third parties without AT&T's written consent. You shall cause Users (anyone who uses or accesses any Service provided to You) to comply with this Agreement, and You are responsible for their use of any Services. You and all Users shall comply with all applicable state and federal laws and regulations. You are responsible for ensuring that all of the equipment You and Your Users use with a Service is compatible with the Services. If a Service is provided over or accesses the Internet, You and any Users must comply with the AUP. If You desire to secure Your transmissions in connection with any of the Services, You must procure, at Your own cost, encryption software or other transmission protection.

3. ACCESS TO PREMISES; HAZARDS

- a. Access. On occasion, AT&T may need access to Your premises and/or other premises that are not under AT&T's control ("non-AT&T locations") to provide the Services. You agree to allow (or obtain permission for) AT&T to access all non-AT&T locations (other than public property) and equipment reasonably required to provide the Services. Access includes the ability to review information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and to use ancillary equipment space within any building, necessary for Your connection to AT&T's network. You will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).
- b. Hazards. You shall ensure that all non-AT&T locations at which AT&T installs, maintains or provides the Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a location, AT&T may terminate the affected Service, or suspend performance until You remove the hazardous materials.

4. AT&T EQUIPMENT

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

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

- a. Prices and Surcharges. You agree to pay AT&T for the Services at the prices and charges provided in the applicable Guidebook or Service Guide or Tariff, without deduction, setoff or delay for any reason. The prices do not include, and You agree to pay, all applicable taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit AT&T to bill You.
- b. Price Changes. AT&T reserves the right to, from time-to-time, change the price for a Service upon the following Notice: i) the price of a Service may be decreased without further notice to You; ii) AT&T will provide Notice to You of a Service price increase at least thirty (30) days prior to the effective date of the price increase. If You do not disconnect the affected Service by the effective date of the price increase, You will be liable for the increased price. The methods of Notice are described in Section 5 d. below, and AT&T will select the method of Notice at its discretion or as required by law or regulation. AT&T may, as required or as it feels necessary, provide Notice of a change in a tax or surcharge that will affect Your account.
- c. Changes Other Than Price. AT&T reserves the right to, from time-to-time, change the terms and conditions of this Agreement other than a change in price (including changes to documents incorporated by reference) upon at least 30 (thirty) days' prior Notice of such a change.
- d. Notice. When Notice by AT&T is required, AT&T will provide Notice by one of the following methods, and AT&T shall solely determine at the time of the Notice which of the methods described here is appropriate: (i) posting the Notice on the AT&T website at or near the posting location of the relevant Tariff, Guidebook or Service Guide; or, (ii) by bill insert or bill page message; or, (iii) by letter or postcard via U.S. Postal Service to Your billing address; or, (iv) via a call to Your billed telephone number; or, (v) via an email to the email address you have provided. AT&T may determine that it is appropriate under certain circumstances to provide Notice of a particular change via more than one of these methods, however, such multiple Notice is not required at any time. Your continued subscription to, usage of, or payment for the Service after the effective date of any change for which You have received Notice will be deemed Your acceptance of the change(s). You must contact AT&T at the number shown on Your monthly billing statement prior to the effective date of the modification to discontinue the affected Service if You do not agree with the changes described in the Notice.

YOU AGREE THAT NOTICE BY AT&T BY ANY OF THE ABOVE METHODS IS SUFFICIENT.

- e. Billing. AT&T will determine the billing period and may change it from time to time and without Notice to You. CHARGES BEGIN TO ACCRUE AT THE START OF EACH BILLING PERIOD AND CONTINUE THROUGH THE FULL BILLING PERIOD. Monthly recurring charges will be billed in advance, and You will be billed pro-rata if the Service is installed or changed during the billing period. Usage-based charges, such as those billed for calls, will be billed as used. For purposes of billing, calls will be rounded up to the next full minute for any fraction of minutes. FOR MONTHLY RECURRING CHARGES, YOUR FIRST BILL WILL INCLUDE CHARGES FOR THE PARTIAL MONTH IN WHICH SERVICE BEGAN AND ALL INSTALLATION CHARGES. Any mathematical error made by AT&T or any of its representatives does not constitute an offer and thus may be corrected or modified by AT&T.
- f. Payment and Disputes. Payment is due on the date specified on Your bill, or, as specified in the Tariff, Guidebook or Service Guide, whichever is later, or, if no date is specified, 30 (thirty) days after the bill date. Restrictive endorsements or other statements on checks are void. AT&T may charge a late payment fee for overdue payments in an amount specified in the applicable Tariff, Guidebook or Service Guide, or, if no such rate is specified, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T has the right to also recover all costs (including attorneys' fees) for collecting delinquent or dishonored payments.

- g. Deposits, Credit Checks and Credit Limits. AT&T may require You to pay a deposit as a condition of providing Service. AT&T has the right to apply the deposit against any past due amounts at any time. You authorize AT&T to investigate Your credit and share information about You with credit reporting agencies. Based on Your credit worthiness as AT&T determines it, AT&T may set a credit limit on Your account at any time. If You exceed Your credit limit, AT&T may restrict Your access to a Service(s).
- h. Service Credits. If there is an interruption or failure of a Service caused solely by AT&T and not by You or a third party or for force majeure reasons described under Section 11 f., You may be entitled to a credit or credits as specified in the applicable Tariff, Guidebook or Service Guide.

6. TERMINATION AND SUSPENSION

- a. Insolvency; Material Breach. AT&T may discontinue providing You the Service(s) immediately upon notice to You if You become insolvent, cease operations, are the subject of a bankruptcy petition, or You have made an assignment for the benefit of creditors. You may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by You, if such breach is not cured within 30 (thirty) days of notice.
- b. By You. You may terminate this Agreement by disconnecting all the Service(s) provided under this Agreement. To disconnect the Services You must contact AT&T at the number provided on Your bill and take all reasonable steps required by AT&T to disconnect the Service(s). If You subscribe to multiple Services that are provided under this Agreement, if You disconnect some but not all of the Services, this Agreement remains in effect for those Services that are not disconnected. You are liable for all charges related to a Service until the Service is disconnected by You according to AT&T's standard practices. You may incur early termination charges pursuant to such provisions in the applicable Tariff, Guidebook or Service Guide.
- c. By AT&T. AT&T may terminate or suspend a Service if You: (i) fail to pay any charges when due; (ii) commit a fraud upon AT&T; (iii) utilize the Services to commit a fraud upon another party; (iv) unlawfully use the Services; (v) abuse or misuse AT&T's network or Services; or, (vi) interfere with another customer's use of AT&T's network or services. If You fail to rectify a violation of the AUP within 5 (five) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service.
- d. Withdrawal of Service. AT&T reserves the right to withdraw a Service upon reasonable Notice.
- e. Liable for Payment. If any Service is terminated or disconnected for any reason, You are responsible for all charges and fees through the date of disconnect. If any Service is disconnected prior to the rendering by AT&T of a billing statement, You may be liable for reimbursement to AT&T for time and materials, and any third party charges that were incurred by AT&T prior to the effective date of disconnect.
- f. Reinstatement. If You ask AT&T to reinstate a Service following a disconnection, cancellation or termination, AT&T may, in its sole discretion, require You to pay a deposit or other applicable charges, including installation charges in addition to all outstanding charges for the Service.

7. DISCLAIMERS OF WARRANTIES AND LIABILITY

- a. Disclaimer of Warranties. AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911). FURTHERMORE, AT&T MAKES NO WARRANTY REGARDING: (i) NETWORK SECURITY; (ii) THE ENCRYPTION EMPLOYED BY ANY SERVICE; (iii) THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; (iv) THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO YOUR DATA; OR; (v) THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: (i) INTEROPERABILITY; (ii) ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY YOU OR OTHERS; (iii) SERVICE DEFECTS; (iv) SERVICE LEVELS, DELAYS OR INTERRUPTIONS UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT; (v) ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); (vi) LOST OR ALTERED TRANSMISSIONS; (vii) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF YOUR OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.
- b. Limitation of Liability. AT&T SHALL HAVE NO LIABILITY FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN A SERVICE THAT IS CAUSED BY YOUR NEGLIGENCE. AT&T'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES NOT CAUSED BY YOUR NEGLIGENCE, SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE RELEVANT AND APPLICABLE TARIFF, GUIDEBOOK OR SERVICE GUIDE, OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO YOU FOR THE AFFECTED SERVICE FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURRED AND CONTINUED. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- c. Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

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

8. ARBITRATION

- a. AT&T and You agree to exercise best efforts to resolve all disputes and claims between us through good faith negotiation. **AT&T and You further agree that any such dispute or claim that cannot be resolved by negotiations shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time the dispute is submitted for resolution (the "Rules"), as may be modified by this Agreement. This agreement to arbitrate is intended to be broadly interpreted. 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.**
- b. Judgment on the award rendered by the arbitrator(s) may be entered in any court having proper jurisdiction. Such arbitration shall be held in the State in which the Services are billed. In the event You are billed by AT&T for Services in of multiple states, such arbitration shall be held in State in which of Your primary business. Within twenty (20) days of the issuance of a written notice to arbitrate by one party to the other, as provided by the Rules, the parties shall jointly select one (1) independent arbitrator licensed to practice law. If we cannot jointly agree on an arbitrator within the specified 20-day period, then the selection shall promptly be made by the AAA in accordance with the Rules and the criteria set forth above.
- c. The Federal Arbitration Act, 9 U.S.C. §1, et seq., governs the interpretation and enforcement of this provision.
- d. In no event shall the arbitrator have the authority to make any award that is in excess of, or contrary to, what this Agreement provides. Notwithstanding the foregoing, either party may bring an individual action small claims court.
- e. The arbitrator may award 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 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. AT&T AND YOU AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Furthermore, unless 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 collective proceeding. If this specific provision is found to be unenforceable, then the arbitration provision shall be null and void.

9. THIRD PARTY CLAIMS

- a. By AT&T. AT&T agrees at its expense to defend or settle any claim against You and to pay all compensatory damages finally awarded against You where the claim alleges that a Service infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Your or a User's content; (ii) modifications to the Service by You or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Your written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for You to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that, to terminate the Service without further liability to You.
- b. By You. You agree at Your expense to defend or settle any claim against AT&T, its affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under Section 9.a (i) --- (iv) above; or (ii) the claim alleges a breach by You or any User of a software license agreement governing software provided with the Services.

10. IMPORT/EXPORT CONTROL

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

11. GENERAL PROVISIONS

- a. Confidentiality and Privacy. Each party is responsible for complying with the privacy laws to which it is subject and will not disclose any confidential information pertaining to the other unless required to do so under applicable law or regulation. Until directed otherwise by You in writing, if AT&T designates a dedicated account representative as Your primary contact with AT&T, You authorize that representative to discuss and disclose Your customer proprietary network information to any employee or agent of Yours without a need for further authentication or authorization.
- b. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. AT&T may (i) assign in whole or relevant part its rights and obligations under this Agreement to an affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

- c. Limitations. Any claim or dispute arising out of this Agreement must be filed within 2 (two) years after the cause of action arises and the parties waive any statute of limitations to the contrary.
- d. Third Party Rights. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege.
- e. Governing Law. The law of the State of the billing address of Your Service shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable Federal Law. This Agreement is limited to Services provided in the United States.
- f. Force Majeure. The Company shall not be liable for any loss or damage, delay, or failure in performance of any of the services or facilities furnished by the Company from causes beyond the Company's control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of the Company or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure".
- g. Entire Agreement. This Agreement constitutes the entire agreement between AT&T and You concerning the Services and supersedes all other written or oral agreements. This Agreement may only be modified as set forth above, and in no case can be modified or supplemented by any other written or oral statements, proposals, service descriptions or purchase order forms.
- h. Severability. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. The foregoing does not apply to the prohibition against class or representative actions that is part of the Arbitration provisions above; if that prohibition is found to be unenforceable, the Arbitration clause (but only the Arbitration clause) shall be null and void.
- i. Priority of Terms of Master Agreement. If You have a Master Agreement with AT&T, the terms of the Master Agreement shall have priority over the terms in this document, without regard to the fact that this document has been incorporated into an attachment to that Master Agreement.
- j. Priority of This Agreement and Incorporated Documents. In the event of a conflict between the terms and conditions of this Agreement, the terms and conditions of a Guidebook, the terms and conditions of an applicable Service Guide or the terms and conditions of a Tariff, the following order of priority (descending) will be applied to determine which terms and conditions control: Tariff; Guidebook; Service Guide; and then this Agreement.

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