

**PROMOTIONAL AGREEMENT TERMS AND CONDITIONS**  
**ALABAMA, GEORGIA, KENTUCKY, MISSISSIPPI, SOUTH CAROLINA, NORTH**  
**CAROLINA AND TENNESSEE**

**A. Local Agreement Promotional Specific Terms and Conditions**

*Effective May 1, 2008.* This Promotional Agreement Terms and Conditions pertain to enrollment in programs including but not limited to, on a going forward basis: Simple Savings Promotion, Key Customer Promotion, Complete Choice® for Business Term Plan, Complete Choice for Business Advantage Promotion, Renewal Incentive Promotion, Exclusively 40 Promotion and Exclusively 50 Promotion (promotions may be defined collectively herein as Programs). This Promotional Agreement Terms and Conditions, including those terms incorporated by reference, (the "Agreement") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T South Carolina, AT&T North Carolina or AT&T Tennessee ("AT&T"), and Subscriber under the terms and conditions set forth below and as provided herein.

1. Subscriber agrees to purchase and maintain local service with AT&T under the terms as provided in the Program Agreement and subject to those terms set forth in the "Service Agreement, Service Descriptions and Price Lists," including but not limited to terms provided at "BellSouth Service Agreements," under the "Business" link and "Service Descriptions & Price Lists," under the "General Exchange Price List" link (both which include important legal terms – see "Notice" below), and are incorporated herein by this reference, as if fully included herein, at [www.att.com/guidebook](http://www.att.com/guidebook) ([www.att.com/guidebook](http://www.att.com/guidebook)), under the respective state. Service is provided subject to these terms. Subscriber agrees that it is impractical to list prices for all affected Services under Sections 1 through 10 herein and that prices are provided under "Service Descriptions & Price Lists" at the website under the respective state and this is a reasonable means of notice.

**NOTICE:** THE TERMS INCORPORATED BY REFERENCE AFFECT YOUR OBLIGATIONS, SUCH AS REQUIRED OBLIGATIONS UNDER "ARBITRATION," "NOTICES," "CHARGES AND PAYMENT," "CREDIT CHECKS AND DEPOSITS," "INDEMNIFICATION," "DISCLAIMER OF WARRANTIES AND LIABILITY," "CHANGES TO THIS AGREEMENT," "LATE PAYMENT CHARGES," and "GENERAL EXCHANGE PRICE LIST." FOR SOUTH CAROLINA CUSTOMERS, THIS AGREEMENT IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10 ET. SEQ. and the Federal Arbitration Act. Subscriber can review AT&T's terms incorporated by reference on its website or request a copy by calling AT&T toll free at 1-866-663-7522. (Contact your local Relay Center at 711 for

hearing/speech impaired disabilities.) These terms can be faxed or mailed to Subscriber upon request. In addition, copies are available during normal business hours at AT&T Business Services, 675 W. Peachtree St. NW, Floor 29R02, Atlanta, Georgia 30375, ATTN: Contract Manager.

2. In the event that a Subscriber terminates the Program prior to the expiration date of the Program Agreement, it will be deemed termination of the Program and the Subscriber agrees to pay the respective termination charges associated with the service to AT&T as provided in Section A of the Program Agreement based upon the number of months remaining on the term for the particular component. Due to the nature of the Service(s) provided under the Program Agreement, Subscriber agrees it is not possible to calculate loss or damage based upon termination, and Subscriber agrees that the Termination Liability amount in Section A, applicable to each Service multiplied by number of months remaining on the term is fair and reasonable. These charges will appear on the Subscriber's final bill or a subsequent bill as a charge in the OC&C sections. Payment of this charge does not release the Subscriber from other amounts owed to AT&T incurred prior to termination.

3. Unless Subscriber notifies AT&T in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Program Agreement shall automatically renew for another term as initially selected. AT&T will provide written and/or verbal reminders to Subscriber of the Program Agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending upon Subscriber's billing cycle. If Subscriber does not renew the Program Agreement for another term or at the expiration of the renewed term, Subscriber agrees to pay full month to month charges under the then effective BellSouth "Service Descriptions & Price Lists" or BellSouth's applicable tariffs, as the case may be, for Services.

4. Subscriber agrees to pay the applicable AT&T prices or rates as set forth in the BellSouth "Service Descriptions & Price Lists," subject to the discounts provided under the Program Agreement; Subscriber acknowledges that prices or rates may increase during the term of this Agreement, but will not exceed an increase of 10% of the initial price or rate for any service over the term, plus increases by the annual rate of the Consumer Price Index "CPI-U, U.S. City Average, All," as set forth by the Department of the Labor, Bureau of Statistics and found at <http://www.bls.gov/cpi/home.htm>. In the event of a dispute between Subscriber and AT&T as to the correctness of one or more items appearing on the AT&T monthly bill, Subscriber may withhold payment of *bona fide* disputed items only and payment of the remainder shall be made as provided. If Subscriber fails to pay AT&T for Services rendered by the specified due date, AT&T shall charge Subscriber a late payment and interest

charge as provided in Section A.2.4.3 of the General Exchange Price List. The late payment and interest charges, if any, will be applied to that period's charges, as well as to any outstanding charges and interest charges that are due and remain unpaid at the time of Subscriber's next bill. For all Subscribers, except those in Mississippi and Kentucky, the late payment and interest charges, if any, will be applied to that period's charges, as well as to any outstanding charges and interest charges that are due and remain unpaid at the time of Subscriber's next bill. For Mississippi and Kentucky Subscribers, the late payment and interest charges, if any, will be applied to that period's charges and interest charges may continue to accrue until all charges are paid.

5. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its AT&T Business Office to continue the Program once the improperly switched account has been returned to AT&T. If Subscriber does not return the improperly switched service to the relevant AT&T company, the termination charge provisions of the Program Agreement shall apply.

6. Service(s) are provided "AS IS" and "AS AVAILABLE." THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FOR A PARTICULAR PURPOSE) NOT SPECIFIED HEREIN REGARDING SERVICE(S) PROVIDED OR PERFORMED AND EQUIPMENT FURNISHED, AND AT&T EXPRESSLY DISCLAIMS SAME. AT&T DOES NOT IMPLY OR EXPRESS ANY AT&T WARRANTY WHATSOEVER FOR DATA EQUIPMENT OR SERVICE(S) PROVIDED. AT&T DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, AT&T EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON AT&T'S BEHALF, AND SUBSCRIBER AGREES THAT SUBSCRIBER WILL NOT RELY ON ANY SUCH STATEMENT. AT&T DOES NOT REPRESENT OR WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM ANY VIRUS, WORM, SPYWARE OR THE LIKE. SUBSCRIBER EXPRESSLY AGREES THAT OPERATION AND USE OF THE ORDERED SERVICE(S) ARE AT SUBSCRIBER'S SOLE RISK.

7. AT&T shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control of AT&T or its contractors. Such contingencies include, without limitation, war, civil disturbance, civil defense, delay in transportation, failure by suppliers to deliver equipment or services, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, wind, electric disturbance, connectivity, inclement weather, or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substances.

8. The following limitation of liability represents a material inducement of the parties to enter into this Agreement and to perform at the established prices. If additional risks or undertakings were contemplated by AT&T, they would have been reflected in an increased price or rate or a smaller reward or discount. In contemplation of the prices, rates, rewards or discounts to be provided, Subscriber acknowledges that there is consideration for the limitation of damages and remedies set forth herein as follows:

NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED HEREIN, UNDER NO CIRCUMSTANCES SHALL AT&T BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOST DATA, LOST CONTENT, LOSS OF SIGNAL, LOSS OF CONNECTIVITY, LOSS OF USE, OR FRAUD OR OTHER UNAUTHORIZED USE. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLE OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THAT AT&T HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. SUBSCRIBER'S SOLE REMEDY FOR LOSS OR DAMAGE CAUSED BY OPERATION OR USE OF THE SERVICE(S) OR EQUIPMENT OR FOR DELAY, MALFUNCTION OR PARTIAL OR TOTAL NONPERFORMANCE OF ANY SERVICE OR EQUIPMENT UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO THE CHARGES PAID, OR PAYABLE, BY SUBSCRIBER TO AT&T FOR SUCH SERVICE OR EQUIPMENT FOR THE PERIOD SUCH FAILURE, DELAY OR NONPERFORMANCE OCCURRED.

9. If any provision, phrase or wording of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provision or provisions shall not in any way be affected or impaired thereby. The terms of this Agreement shall be construed in accordance with the laws of the state in which service is provided, excluding its conflict of law provisions. For Subscribers whose service is provided or located in Alabama, Kentucky or South Carolina: ANY ACTION PURSUANT TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION FIRST ACCRUED. Any obligation of AT&T and Subscriber, which by their terms would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration.

10. (a) Subscriber and AT&T acknowledge and agree that "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," or any other references to BellSouth's tariffs shall be deemed references to agreed contract terms and conditions.

(b) In the event of a conflict among those terms set forth in Sections 1 through 10 of this Agreement, the terms set forth in the "BellSouth Service Agreements," under the "Business" link and the terms set forth in the "Service Descriptions & Price Lists," as provided at [www.att.com/guidebook](http://www.att.com/guidebook), under the respective state, the terms in Sections 1 through 10 of this Agreement and then those found in the "BellSouth Service Agreements," under the "Business" link shall control, in that order.

(c) (i) Under no circumstances may Subscriber resale or otherwise receive compensation from a third party for the subject Service(s), unless previously agreed in writing by AT&T; (ii) the service(s) are furnished subject to the condition that it will not be used for an unlawful purpose; AT&T may discontinue service(s) or refuse to furnish Service(s) when it has reasonable grounds to believe that such service is being used or will be used in violation of the law, or to perpetrate any fraudulent use; (iii) Subscriber has no property rights to the telephone number or any other call number designation associated with Service(s) furnished by AT&T; and (iv) any mathematical error(s) made by a representative of AT&T does not constitute an offer and thus may be corrected or modified by AT&T.

(e) This offer contains telecommunications services that are available separately. Subscriber agrees if it should desire to purchase the service(s) included in a bundle or combination of services without additional products and Services, those services are available individually at prices posted at [www.att.com/servicepublications](http://www.att.com/servicepublications) and previously filed with the appropriate regulatory authority.

(g) Subscriber acknowledges that Subscriber has read and understands the Program Agreement and agrees to be bound by its terms. The Program Agreement and Service Agreement Guidelines constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations and prior agreements, oral and written, between the parties relating to the subject matter of the Agreement. Acceptance by AT&T is subject to AT&T credit checks and other approvals.

## **B. FastAccess Business DSL Term Agreement Terms and Conditions**

1. The service term ("Term") begins on the date of receipt of the modem, router or self-install kit (self-installation Customers) or after professional installation (professional installation is requested by Subscribers). Depending upon the Subscriber's billing cycle, the Term may begin in the current month or the month following the billing cycle that AT&T completes the Subscriber's FastAccess Business DSL 6.0 order. After expiration of the term, the special pricing in this agreement shall terminate, and subscriber agrees to pay full monthly charges for FastAccess Business DSL 6.0 Service

under AT&T's then effective pricing terms and conditions. Subscriber further agrees to pay all charges in connection with FastAccess Business DSL 6.0 in a timely manner and to comply with the terms and conditions agreed to in the AT&T Internet Service Agreement and Acceptable Use Policy (collectively "Other Service Terms"), which may be amended from time to time and which Customer will be required to accept at the time of installation prior to use of FastAccess Business DSL 6.0. To the extent the Other Terms are in conflict with the terms provided in this Agreement, this Agreement shall govern for the Term, and such Other Service Terms shall govern in all other aspects of Subscriber's use of FastAccess Business DSL 6.0.

2. Provision of FastAccess Business DSL 6.0 by AT&T is subject to AT&T credit requirements and other approvals. Following execution of this Agreement, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Subscriber's creditworthiness has significantly decreased, AT&T in its sole discretion reserves the right to cancel the provision of FastAccess Business DSL 6.0 pursuant to this Agreement without liability or suspend FastAccess Business DSL 6.0 until accurate and appropriate credit approval requirements are established and accepted by Subscriber.

3. If Subscriber selects the electronic signature option, it agrees: an electronic Agreement shall for all legal purposes be considered a "writing;" any name or symbol of Subscriber affixed to or contained in the electronic Agreement shall be deemed to be the Subscriber's valid signature expressing its intent to be bound; any electronic Agreement shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Agreement printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Subscriber is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Agreements are authorized and correct. AT&T is not responsible for any incorrect information contained in an electronic Agreement (including, without limitation, any failure to receive an electronic Agreement), and Subscriber is bound by any electronic Agreement received by AT&T.