## BUSINESS SERVICE GUIDE FOR INTEREXCHANGE, INTERSTATE AND INTERNATIONAL SERVICES

SECTION 2 - REGULATIONS

2.18 Adjustment to Rates and Charges (continued)

## 2.18.6 Federal Regulatory Fee

The Federal Regulatory Fee is a non-discountable monthly charge to recover amounts paid to the federal government for regulatory costs and telecommunications services for the hearing impaired and is applied to Business Customers only. The Federal Regulatory Fee is equal to the Customer's total net charges for interstate and international telecommunications services, after application of all applicable discounts and credits, multiplied by 1.92%.

2.19 Ordering Under the American Recovery and Reinvestment Act (ARRA)

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this pricing guide shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

2.20 Reserved for Future Use

(R)

5th Revised Page 12

Effective: November 1, 2014