

## 9.1 Deposits

AT&T will, in order to safeguard its interests, require a Customer which has a proven history of late payments to AT&T or does not have established credit to make a deposit prior to or at any time after the provision of a Service to Customer, which AT&T will hold as a guarantee of the payment of rates and charges.

AT&T will notify Customer of a deposit requirement by Certified Mail or Overnight Delivery. Customer will be required to make payment of such deposit prior to the provision of new Service in those cases where Customer has not established credit with AT&T, or otherwise within 15 business days of such notice for Customers with existing Service. Such notice period will start the day after AT&T renders the notice by Certified Mail or Overnight Delivery. If Customer fails to pay the deposit by the due date, as described, above, AT&T may send Customer a written notice by Overnight Delivery stating that if AT&T does not receive the deposit within 15 calendar days of the original deposit due date, AT&T may refuse additional applications for Service or discontinue the provision of Service.

AT&T will not require such deposit of a Customer which is a successor of a company which has established credit and has no history of late payments to AT&T. Such deposit may not exceed the actual or estimated rates and charges for the Service for a 2-month period. The fact that a deposit has been made in no way relieves Customer from complying with AT&T's conditions as to the prompt payment of bills. At such time as the provision of Service to Customer is terminated, AT&T will credit the amount of the deposit to Customer's account and will refund any credit balance which may remain.

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AT&T will refund or credit the deposit to Customer's account when Customer has established credit or, in any event, after Customer has established a one-year prompt payment record at any time prior to the termination of the provision of Service to Customer. In the case of a cash deposit, for the period AT&T holds the deposit, AT&T will pay Customer simple interest at rates shown in the Deposit Interest Rate Table below. AT&T will calculate the rate from the date AT&T receives Customer's deposit up to and including the date AT&T credits such deposit to Customer's account or the date AT&T refunds the deposit. Should AT&T credit a deposit to Customer's account, as indicated above, no interest will accrue on the deposit from the date AT&T credits such deposit to Customer's account.

In the event the provision of all Service to Customer is terminated and AT&T maintains a cash deposit from Customer, AT&T will apply the deposit and any accrued, uncredited interest to any outstanding sums owed to AT&T, and AT&T will return any remaining balance to Customer.

<b>Deposit Interest Rate Table</b>	
<b>States</b>	<b>Deposit Interest Rate</b>
IL, IN, MI, OH, WI	The lower of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that Customer actually makes payment to AT&T; or (ii) 0.000493 per day, (annual percentage rate of 18.0%) applied on a simple interest basis for the number of days from the payment date to and including the date that Customer actually makes payment to AT&T
All States, except IL, IN, MI, OH, WI	In the case of a cash deposit, for the period AT&T holds the deposit, AT&T will pay Customer simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually

**9.2 Payment of Rates and Charges**

AT&T will bill on a current basis all charges incurred by and credits due to Customer attributable to the Service established or discontinued during the preceding billing period. In addition, AT&T will bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage, and for the Federal Government which will be billed in arrears.

All bills are due when rendered and must be paid no later than 30 days or 31 days of the bill date, dependent upon the policy of the individual AT&T Participating Carrier, or by the next bill date, whichever is sooner.

Further, if AT&T receives any portion of the payment after the payment due date, or if AT&T receives any portion of the payment in funds which are not immediately available to AT&T, then a late payment charge (LPC) may be due to AT&T. An LPC will apply to the unpaid balance less disputed amounts when AT&T receives any portion of the payment after the payment due date or if Customer makes any portion of the payment in funds which are not immediately available to AT&T.

The LPC is the portion of the payment that AT&T did not receive by the payment due date times a late factor. The late factor is simple interest as shown in the LPC Table below.

LPC Table	
State	LPC
All States, except IL, IN, MI, OH, WI	The LPC is simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually
IL, IN, MI, OH, WI	The lower of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that Customer actually makes payment to AT&T; or (ii) 0.000493 per day, (annual percentage rate of 18.0%) applied on a simple interest basis for the number of days from the payment date to and including the date that the Customer actually makes payment to AT&T

Exceptions

Missouri

Until such time as AT&T receives authorization to assess LPCs, LPCs will not apply to Services the government of the State of Missouri purchases.

Texas

Until such time as AT&T receives authorization to assess LPCs, LPCs will not apply to Services the government of the State of Texas, including Service to an agency in any branch of government, purchases.

**9.3 Billing Disputes**

In the event that a billing dispute occurs concerning any charges AT&T billed to Customer, the following conditions will apply.

A good faith dispute requires Customer to provide a written claim to AT&T. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on Customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, with the Dispute Date being the date on which Customer furnishes AT&T all of the aforementioned information to permit AT&T to investigate the merits of the dispute.

The Resolution Date is the date on which AT&T completes its investigation and credits the disputed amount to Customer's bill, if the dispute is resolved in Customer's favor.

If the dispute is resolved in AT&T's favor, then the Resolution Date will be the date upon which AT&T sends a written decision on the dispute to Customer.

If the dispute is resolved in AT&T's favor and Customer paid the disputed amount on or before the payment due date, no credits or LPCs will apply to the disputed amount.

If the dispute is resolved in AT&T's favor and Customer withheld the disputed amount, any payments withheld pending settlement of the dispute will have an LPC determined and applied at interest rates as set forth in the LPC Table above.

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If the dispute is resolved in Customer's favor and Customer withheld the disputed amount, no credits or LPCs will apply to the disputed amount and Customer will receive a credit equal to the overcharged amount.

If the dispute is resolved in Customer's favor and Customer paid the disputed amount, AT&T will pay Customer an interest credit. The interest credit is calculated based upon the portion of the disputed amount resolved in Customer's favor multiplied by the interest rate shown in the Interest Credit Table below:

Interest Credit Table	
State	Interest Credit
All States	Simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually <sup>(1)</sup>

(1) AT&T will not pay Customer any interest credit for any Customer dispute related to FUSF, Other Charges, Taxes, and Fees.

**9.4 Federal Universal Service Fund (FUSF) and Other Charges, Taxes, and Fees**

A FUSF percentage surcharge factor is assessed monthly on billed recurring interstate charges of End User Services. For applicable FUSF Charges, see <https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>.

Rates and charges set forth in this Service Guide are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use, or provision of Service AT&T provided, except to the extent Customer provides a valid exemption certificate prior to the delivery of Service.

**Cost Assessment Charge**

A Cost Assessment Charge (CAC) is assessed on a percentage basis against all billed revenue for business customers subscribing to the transport Services listed below. The CAC is established to recovery property taxes. This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC will not apply to Federal, State, or Local Government Accounts, or to any accounts identified in AT&T's billing systems as being exempt from application of the FUSF.

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	<u>Monthly % Rate</u>	
AWM		
ASE		(T)
Alabama	7.00%	
Arkansas	5.47%	
California	7.00%	
Florida	7.00%	
Georgia	0.00%	
Illinois	4.70%	
Indiana	4.87%	
Kansas	7.00%	
Kentucky	0.00%	
Louisiana	0.00%	
Michigan	2.76%	
Mississippi	7.00%	
Missouri	7.00%	
Nevada	7.00%	
North Carolina	7.00%	
Ohio	0.00%	
Oklahoma	4.33%	
South Carolina	7.00%	
Tennessee	7.00%	
Texas	7.00%	
Wisconsin	7.00%	