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### SECTION 9 – MISCELLANEOUS CHARGES AND FEES

### 9.1 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's return check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check or draft presented for payment for service that is returned or not accepted for any reason by the financial institution on which it is drawn. If the Customer is required to pay an intrastate return check charge, the interstate/international charge does not apply.

States	Charge
INTERSTATE/INTERNATIONAL	\$25.00
AK, AL, AR, DE, FL, GA, IA, IL, IN, KY, ME, MA, MD, MI, MO, NC, ND, NJ, NV, OH, OR, PA, RI, SC, SD, TN, TX, VT, WA, WI, WY	\$25.00
CT, LA, MS, NY, VA	\$20.00
OK	\$15.00
KS	\$10.00
NH	\$5.00

### 9.2 Payphone Origination Charge

This charge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800/877/888 (and other area code assignments as appropriate) number and other toll-free numbers and debit card calls, from payphone instruments. The Customer shall pay the Company a per call charge for all such traffic. This charge does not apply for 0+ calls for which the payphone provider would otherwise receive compensation.

States	Per Call Charge
INTERSTATE/INTERNATIONAL	\$0.60
AK, AL, CT, DE, FL, GA, IA, IL, IN, KS, KY, LA, MA, ME, MI, MO, NC, ND,	\$0.60
NH, NJ, NV, NY, OH, OR, PA, RI, SD, TN, TX, VA, VT, WA, WI, WY	
MD, MS, OK, SC	\$0.50

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### SECTION 9 – MISCELLANEOUS CHARGES AND FEES

### 9.3 PIC Change Rebate

If local telephone company is requested to change the subscriber's PIC from one long distance service provider to another long distance service provider, the local telephone company may charge the Customer for the PIC change. If a Customer incurs such a charge from its local telephone company for changing the PIC to the Company, the Company will rebate that charge to the Customer. The rebate will be in the form of a credit on the Customer's bill. The credit will appear within two (2) billing cycles after the Customer provides the Company proof that the local telephone company billed the Customer for the PIC change.

# 9.4 Late Payment Charge

The Company may charge a late fee on the overdue charges of \$5.00 or an x% per month, whichever is higher. Refer to Section 2.12 of this Guidebook for the late payment charge regulations.

States	\$5.00 or % Per Month
Interstate/International	1.5%
AK, AL, AR, CT, DE, FL, GA, IA, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, ND, NH, NJ, NV, OH, OK, OR, PA, RI, SC, SD, TN, VA, WA, WI, WY	1.5%
ME	0.892%
VT	0.09%

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.5 Duplicate Bill Charges

#### 9.5.1 General

A. Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), Business and Residential Customers who are direct-billed by the Company may request a paper copy of their bill(s). A Duplicate Bill Charge may apply upon a Customer's request for the duplicate copies of their telephone bill(s) in accordance with the charges specified following, unless stipulated differently in the Customer's contract. This Service will be available where billing and technology exists.

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- B. The Duplicate Bill Charge will not be applied in the following instances:
  - 1. When a Customer is currently subscribing to a Service to receive additional copies of their bills;
  - 2. When Customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
  - 3. When Customers have not received a bill due to Company error in the address of the bill;
  - 4. When a customer requests a copy of the current monthly bill or final bill

## 9.5.2 Rates and Charges

Duplicate Bill Charge, mailed via standard US mail only:

Per bill copy charge

\$5.00

### 9.5.3 Liability

With respect to any claim or suit, by a Customer or any others, for damages arising from delays, errors or omissions, or failure to provide bill copies, the Company's liability, if any, shall not exceed the amount paid for the Service.

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### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.6 Multiple Bill Copies

#### 9.6.1 General

Business Customers that are direct-billed by the Company or an authorized billing agent may subscribe to the Multiple Bill Copy Service to receive additional paper bill copies of this Guidebook. Customers must receive a fully-itemized monthly billing statement in order to subscribe to Multiple Bill Copies.

### 9.6.2 Customer Commits to MAC

The charge per additional paper bill copy varies based on the Customer's MAC and whether the request is for a single-BAN copy or a multiple-BAN copy. Multiple-BAN copies may be Invoice Point BANs, Child BANs or a combination of Invoice Point BANs and Child BANs. Copies are charged as follows:

	MAC \$30,000	MAC greater
Copy Type and Quantity	or below	than \$30,000
Any Single BAN Copy	\$20.00	ICB
Multiple-BAN Copy, including	\$40.00	ICB
Invoice Point BANs and Child BANs		

### 9.6.3 All Other Direct-Billed Customers

The following charge applies per copy for each additional bill copy:

Per Copy
Charge
\$20.00

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### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.7 Federal Regulatory Fee

Services provided pursuant to this Guidebook are subject to an un-discountable monthly Federal Regulatory Fee which will enable the Company to recover some of the costs associated with telecommunications relay services and federal regulatory compliance items. This fee applies to Business Customers only, and they will be assessed a monthly charge equal to a percentage of the total net interstate and international charges, after application of all applicable discounts and credits. This Federal Regulatory Fee is neither contributory to nor eligible to receive discounts, nor is it eligible to contribute to meeting minimum monthly or annual requirements. A Business Customer will not be required to pay this Federal Regulatory Fee if it demonstrates to the Company's reasonable satisfaction that they are acquiring the Company's Service for resale, i.e. not for their own internal use.

Fee Description	Monthly Charge	
Federal Regulatory Fee	7.92%	(I)

# 9.8 Carrier Cost Recovery Fee (CCRF)

Consumer Customers will be charged a monthly CCRF to recover certain costs associated with providing state-to-state and international long distance service including expenses for national regulatory fees and programs, and connection and account servicing charges. This fee applies for each month in which the customer has any AT&T Long Distance state-to-state and/or international charges on their bill. The CCRF is applied in full whether or not the Customer's billing period covers a full month. This fee is not a tax or charge required by the government.

Fee Description	Monthly Charge	
Carrier Cost Recovery Fee (CCRF)	\$2.24	

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#### SECTION 9 – MISCELLANEOUS CHARGES AND FEES

#### 9.9 Universal Service Fund

#### A. Federal

The Company is required by the Federal Communications Commission (FCC) to contribute to the Federal Universal Service Fund (FUSF) which supports universal service in high cost areas, assist low income users of telecommunications, and assist schools, libraries and rural health care facilities to obtain telecommunications and information services. The FCC permits the Company to assess a monthly surcharge for recovery of contributions paid by the Company to FUSF. The FCC sets the rate that the Company is required to contribute, and the FCC can increase and decrease the rate on a quarterly basis. The Company will assess all Customers a Federal Universal Service Fee on interstate and international charges. The Company reserves the right to change the amount of the assessment based on changes made to the FUSF rate by the FCC. The FCC Contribution factor subject to change quarterly can be found at http://www.fcc.gov/omd/contribution-factor.html.

The Federal Universal Service Fee is not subject to discounts nor contributes to any monthly minimums or revenue commitments which may apply to Company services subscribed to by the Customer.

### B. State-Specific

#### Alaska

The Alaska Universal Service Fund ("AUSF") Surcharge is a line item surcharge on intrastate end-user telecommunications revenue to provide for payment to the Alaska Universal Service Fund. The Company concurs in the AUSF surcharge percentage set forth in the current effective tariff of the Alaska Universal Service Administrative Company ("AUSAC"). A copy of the AUSAC tariff is available for public inspection during normal business hours at 3380 "C" Street, Suite 201, Anchorage, Alaska 99503 or on the AUSAC web site at http://www.ausac.org.

### Kansas

Customers will be assessed a monthly Kansas Universal Service Fund (USF) charge based upon their total intrastate billed charges. This charge shall in no event exceed the amount of the Kansas Corporation Commission assessment levied upon the Company.

#### Missouri

Company will place on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Commission. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund". The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 20 CSR 4240-31-.010 (10).

#### SECTION 9 – MISCELLANEOUS CHARGES AND FEES

### 9.9 Universal Service Fund (continued)

### B. State-Specific (continued)

### South Carolina

A monthly recurring surcharge equal to the revenue percentage established by the Administrator of the South Carolina Universal Service Fund will be applied to Customers' total monthly interstate and intrastate telecommunications services in order to support South Carolina's Universal Service Fund.

#### Texas

The Company will assess a surcharge on its retail Customer's monthly bill. The surcharge will be listed on the bill as "Texas Universal Service" and will be assessed at a rate of 12% on all intrastate telecommunications receipts. The surcharge will be billed on a pass-through basis.

(R)

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### 9.10 Other State-Specific Charges, Fees and Surcharges

### Alaska Regulatory Cost Charge

A surcharge, in the amount as set forth by the Alaska Regulatory Commission, will be applied to your total monthly net intrastate retail charges for telecommunications services that are provided within the state.

### 9.11 Florida Exemptions and Special Rates

### **Discounts for Hearing Impaired Customers**

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications devise for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules for Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the timesensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call.

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### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

9.12 New York Discounts, Fees and Miscellaneous Charges,

A. NY Gross Revenue Tax Surcharge/1/

Surcharge	
2.5641%	

B. NY MTA Tax Surcharge<sup>/1/</sup>

Surcharge
.5986%

C. NY Schools and Libraries Discount Matrix

How Disadvantaged	% Discount Level		
% of Students Eligible for National School Lunch Program	Urban Discount	Rural Discount	
<1	20	25	
1-19	40	50	
20-34	50	60	
35-49	60	70	
50-74	80	80	
75-100	90	90	

Voice Mail Services are ineligible for schools and libraries discount.

<sup>/1/</sup> These surcharges are not applicable to Services provided for resale to telecommunications companies possessing a Certificate of Public Convenience and Necessity from the New York State Public Service Commission or designated as eligible for a sale-for-resale exclusion from the New York State Department of Taxation and Finance.

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#### SECTION 9 – MISCELLANEOUS CHARGES AND FEES

### 9.13 Restoration of Service Charges

All Switched Services are interstate Services with the Customer having the option of using the Service to place intrastate calls. Therefore, the Company does not charge for the restoration of intrastate Switched Service.

### 9.14 Customer Satisfaction Guarantee

New Customers will be given a ninety (90) day Customer satisfaction guarantee. The Company will convert the Customer to the Customer's original carrier of choice, should the Customer not be satisfied with the Company's Service during the first ninety (90) days from the date of transfer of service. This guarantee is only valid for Customers who are in good standing with the Company and want to be converted back to their original carrier. Customers that want to be converted to a carrier other than their original carrier must do at their own cost. The Customer will be responsible for the payment of any and all charges associated with the Service provided by the Company.

### 9.15 Service Order Change Charge

The nonrecurring charge to change, add or delete TFS and/or outbound trunking configuration on a DVA is \$50.00 per trunk group. The charge is per trunk group and includes a change, an addition or a deletion of a TFS Number. If DVA is used for both outbound and TFS and one Service Order is issued for multiples changes, additions and/or deletions only one Service Order Change Charge applies.

If a customer that utilizes DVA to reach the long distance network for the provision of any of Company's High Volume Calling plans as described in Section 4 and Section 12 of this Guidebook for outbound Service (s) and/or TFS requests a change of Services that results in a change in trunk group assignment, a Service Order Charge applies.

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### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.16 International Mobile Termination Charge (IMTC)

The IMTC is an additional per minute charge that is applied to all international calls originating in the United States and terminating in certain countries to (1) wireless devices; and (2) ranges of fixed or wireless telephone numbers which the foreign telecommunications company designates to be for special services. Because many foreign telecommunications companies impose extra fees on AT&T to complete these calls, AT&T charges the IMTC, in addition to all other applicable charges. The IMTC amount varies by country and changes from time to time.

The International Mobile Termination per minute charge applies to International Direct-Dialed outbound calls and operator assisted and operator dialed. The IMTC rates to some countries will change on a quarterly basis.

INTERNATIONAL MOBILE TERMINATION			
COUNTRY	RATE	COUNTRY	RATE
Afghanistan	\$0.03	Cape Verde Islands	\$0.11
Albania	\$0.18	Cayman Islands	\$0.09
Algeria	\$0.08	Chile	\$0.18
Andorra	\$0.23	Columbia	\$0.03
Angola	\$0.08	Comoros	\$0.09
Anguilla	\$0.11	Costa Rica	\$0.02
Argentina	\$0.18	Croatia	\$0.18
Armenia	\$0.13	Cyprus	\$0.05
Aruba	\$0.10	Czech Republic	\$0.18
Australia	\$0.13	Denmark	\$0.16
Austria	\$0.12	Dominica	\$0.10
Azerbaijan	\$0.12	Dominican Republic	\$0.07
Bahrain	\$0.03	Ecuador	\$0.11
Bangladesh	\$0.02	Egypt	\$0.02
Barbados	\$0.09	El Salvador	\$0.10
Belarus	\$0.04	Equatorial Guinea	\$0.02
Belgium	\$0.16	Estonia	\$0.29
Belize	\$0.02	Ethiopia	\$0.04
Benin	\$0.05	Fiji Islands	\$0.09
Bolivia	\$0.04	Finland	\$0.11
Bosnia-Herzegovina	\$0.16	France	\$0.12
Botswana	\$0.13	French Guiana	\$0.09
Brazil	\$0.19	French Polynesia	\$0.08
Brunei	\$0.02	Gabon	\$0.05
Bulgaria	\$0.33	Georgia	\$0.09
Burkina Faso	\$0.06	Germany	\$0.16
Cambodia	\$0.02	Ghana	\$0.07
Cameroon	\$0.09	Gibraltar	\$0.21

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# SECTION 9 – MISCELLANEOUS CHARGES AND FEES

# 9.16 International Mobile Termination Charge (IMTC) (continued)

INTERNATIONAL MOBILE TERMINATION			
COUNTRY	RATE	COUNTRY	RATE
Greece	\$0.17	Mauritania	\$0.09
Greenland	\$0.17	Mayotte Islands	\$0.21
Grenada	\$0.10	Mexico	\$0.15
Guadeloupe	\$0.28	Moldova	\$0.09
Guatemala	\$0.05	Monaco	\$0.25
Guinea	\$0.03	Mongolia	\$0.07
Haiti	\$0.08	Montenegro	\$0.26
Honduras	\$0.02	Morocco	\$0.15
Hong Kong	\$0.00	Mozambique	\$0.14
Hungary	\$0.15	Myanmar	\$0.10
Iceland	\$0.19	Namibia	\$0.14
India	\$0.00	Nepal	\$0.10
Indonesia	\$0.02	Netherlands	\$0.22
Iraq	\$0.07	Netherlands Antilles	\$0.03
Ireland	\$0.17	New Zealand	\$0.21
Israel	\$0.08	Nicaragua	\$0.08
Italy	\$0.16	Nigeria	\$0.06
Ivory Coast	\$0.06	Norway	\$0.15
Jamaica	\$0.11	Oman	\$0.07
Japan	\$0.11	Pakistan	\$0.00
Jordan	\$0.06	Palestinian Authority	\$0.00
Kazakhstan	\$0.03	Panama	\$0.09
Kenya	\$0.05	Paraguay	\$0.14
Korea, Republic of (South)	\$0.03	Peru	\$0.16
Kosovo	\$0.25	Philippines	\$0.04
Kuwait	\$0.05	Poland	\$0.17
Latvia	\$0.13	Portugal	\$0.16
Lebanon	\$0.09	Qatar	\$0.04
Lesotho	\$0.06	Reunion Island	\$0.21
Libya	\$0.05	Romania	\$0.14
Liechtenstein	\$0.50	Russia	\$0.03
Lithuania	\$0.14	Rwanda	\$0.02
Luxembourg	\$0.22	Saudi Arabia	\$0.05
Macedonia	\$0.22	Senegal	\$0.09
Malawi	\$0.02	Serbia	\$0.18
Malaysia	\$0.04	Sierra Leone	\$0.00
Mali Republic	\$0.11	Singapore	\$0.00
Malta	\$0.17	Slovakia	\$0.18
Martinique	\$0.21	Slovenia	\$0.28
Mauritius	\$0.04	South Africa	\$0.13

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# SECTION 9 – MISCELLANEOUS CHARGES AND FEES

# 9.16 International Mobile Termination Charge (IMTC) (continued)

INTERNATIONAL MOBILE TERMINATION				
COUNTRY	RATE	COUNTRY	RATE	
South Sudan	\$0.23	Turkey	\$0.14	
Spain	\$0.14	Turks and Caicos	\$0.11	
Sri Lanka	\$0.03	Uganda	\$0.02	
St. Kitts and Nevis	\$0.11	Ukraine	\$0.07	
St. Lucia	\$0.10	United Arab Emirates	\$0.02	
St. Maarten	\$0.03	United Kingdom	\$0.20	
St. Pierre & Miquelon	\$0.19	Uruguay	\$0.13	
St. Vincent & the Grenadines	\$0.10	Uzbekistan	\$0.02	
Sudan	\$0.03	Vatican City	\$0.16	
Swaziland	\$0.19	Venezuela	\$0.15	
Sweden	\$0.14	Vietnam	\$0.02	
Switzerland	\$0.21	Virgin Islands (British)	\$0.11	
Syria	\$0.05	Western Samoa	\$0.15	
Taiwan	\$0.07	Yemen	\$0.02	
Tanzania	\$0.09	Zambia	\$0.12	
Trinidad and Tobago	\$0.09	Zimbabwe	\$0.28	
Tunisia	\$0.18			

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

#### 9.17 AT&T NetPROTECT

#### 9.17.1 Definitions

AT&T Notification – a telephone call by AT&T to Customer to notify Customer of suspected Remote Toll Fraud.

Covered Calls – AT&T International Outbound Long Distance Direct Dial calls from a Customer Telephone System (CTS), AT&T International Operator Assistance calls from a CTS billed to the CTS location, and AT&T domestic toll-free calls to a CTS, not including AT&T IP Toll-Free and AT&T International Toll-Free Service.

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Customer Notification – a telephone call by Customer to the AT&T NetPROTECT Fraud Monitoring Center at 1-800-821-8235 (or such other telephone number designated by AT&T) to notify AT&T of suspected Remote Toll Fraud.

Customer Telephone System – a Private Branch Exchange (PBX) or electronic key system or a Customer Site served by Centrex service that is (a) owned or leased (or in the case of Centrex, subscribed to) by Customer, (b) subject to Customer's direct control, (c) located in the US Mainland, Hawaii, Puerto Rico or the US Virgin Islands, and (d) not located in a Licensed Space Arrangement.

Remote Toll Fraud – unauthorized Covered Calls made by remotely accessing a CTS, but not including calls made by, in collusion with, or as the result of the intentional acts (including the provision of information or assistance to unauthorized parties) of Customer or its past or present employees, agents, vendors or independent contractors. A series of such unauthorized Covered Calls that arise from the same instance of a breach of CTS security comprise a single Remote Toll Fraud incident.

# 9.17.2 General Terms and Conditions – Applies to All Service Options

- A. Customer must immediately make a Customer Notification when it detects suspected Remote Toll Fraud. Customer will cooperate reasonably and promptly with AT&T's investigation of suspected Remote Toll Fraud, including providing a written description of the means by which the Remote Toll Fraud occurred (if known), the changes made to the CTS to stop the Remote Toll Fraud, and any password(s) used to remotely access the CTS.
- B. To make a claim under an AT&T NetPROTECT liability cap or liability waiver for Remote Toll Fraud not subject to AT&T Notification, Customer must (1) identify in writing any calls claimed to be Remote Toll Fraud within six months after the date of the AT&T bill that contains charges for such calls, and (2) establish (e.g., by way of call detail, station message detail recording system configuration documentation, etc.) that each call is Remote Toll Fraud.
- C. To the extent the AT&T NetPROTECT liability cap or liability waiver reduces or eliminates any charges for which Customer otherwise would be liable, AT&T will have the right to pursue, on its own behalf, any claims Customer may have against third parties arising in connection with the associated Remote Toll Fraud.

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

#### 9.17 AT&T NetPROTECT (continued)

9.17.3 Service Options

#### A. AT&T NetPROTECT Basic

1. This Service is available to all Business Customers including AT&T IP Flexible Reach, AT&T Voice DNA®, AT&T Voice DNA® and Remote Worker with Secure Voice Tunnel Option except those who are acting in the capacity of a reseller or wholesaler. The following are not covered by this Service: AVOICS customers, AT&T IP Toll-Free customers, AT&T International Toll-Free, customers, AT&T Voice DNA Remote Worker without Secure Voice Tunnel Option; customers who provide Audio and/or Video Teleconference service; calls carried on an audio or video teleconference bridge; and Prepaid Card Providers. NetPROTECT does not cover any fraud event that originates on or otherwise utilizes a non-covered service.

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- 2. If Customer makes a Customer Notification with respect to a Remote Toll Fraud incident before AT&T makes an AT&T Notification, the liability cap will be reduced by 50% with respect to that incident. To be eligible for such liability cap reduction, Customer must (within six months after the Customer Notification) provide a written explanation of the means used to detect, and the changes made to the CTS to stop, the Remote Toll Fraud.
- 3. Customer is liable for all charges for Remote Toll Fraud calls that commence after an AT&T Notification or a Customer Notification.
- 4. Rates and Charges

This Service applies (at no charge) with respect to Covered Calls to or from a Basic CTS, unless Customer subscribes to AT&T NetPROTECT Premium or AT&T NetPROTECT Plus. Under this Service, Customer's liability is capped at \$25,000 for charges for Remote Toll Fraud calls that commence before an AT&T Notification or a Customer Notification. The liability cap applies for a one time only Remote Toll Fraud incident, based on the combined charges at all Basic CTSs affected by such incident.

#### SECTION 9 – MISCELLANEOUS CHARGES AND FEES

### 9.17 AT&T NetPROTECT (continued)

9.17.3 Service Options (continued)

#### B. AT&T NetPROTECT Plus

1. This Service option is available to all Business Customers including AT&T IP Flexible Reach, AT&T Voice DNA®, and AT&T Voice DNA Remote Worker with Secure Voice Tunnel Option, except those who are acting in the capacity of a reseller or wholesaler. The following are not covered by this Service: AVOICS customers; AT&T IP Toll-Free customers; International Toll-Free customer; AT&T Voice DNA® Remote Worker without Secure Voice Tunnel Option; customers who provide Audio and/or Video Teleconference service; calls carried on an audio or video teleconference bridge; and Prepaid Card Providers. NetPROTECT does not cover any fraud event that originates on or otherwise utilizes a non-covered service.

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- 2. This Service option is a value-added Remote Toll Fraud protection and notification plan that applies with respect to Covered Calls to or from a Plus CTS. When AT&T certifies Customer's CTS as a Plus CTS, Customer's liability is initially capped at \$2,000 for charges for Remote Toll Fraud calls that commence before an AT&T Notification or a Customer Notification. The liability cap applies once across all Plus CTSs affected by each Remote Toll Fraud incident. After each Remote Toll Fraud incident, the liability cap will be increased by \$2,000.
- 3. If Customer makes a Customer Notification with respect to a Remote Toll Fraud incident before AT&T makes an AT&T Notification, the liability cap will be reduced by 50% with respect to that incident. To be eligible for such liability cap reduction, Customer must (within six months after the Customer Notification) provide a written explanation of the means used to detect, and the changes made to the CTS to stop, the Remote Toll Fraud.
- 4. When suspected Remote Toll Fraud is detected, AT&T will attempt to make an AT&T Notification and assist Customer's efforts to stop the suspected Remote Toll Fraud. AT&T will block all Covered Calls out of the Plus CTS until the problem has been isolated and corrected if Customer gave AT&T written authorization for such blocking at the time of service implementation. At any time during a suspected Remote Toll Fraud incident, AT&T will block all or a portion of Covered Calls out of the Plus CTS, at Customer's request (if Customer did not provide written authorization for such blocking prior to the incident, Customer must send AT&T a written confirmation of such authorization within three hours after a verbal request). AT&T will restore blocked service at any time during the incident at Customer's request.
- 5. Customers is liable for all charges for Remote Toll Fraud calls that commence after an AT&T Notification or a Customer Notification. If a Remote Toll Fraud incident triggers application of the liability cap, the affected CTS will not be covered again by the liability cap until 30 consecutive days have passed without a subsequent Remote Toll Fraud incident affecting the same CTS.

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.17 AT&T NetPROTECT (continued)

- 9.17.3 Service Options (continued)
  - B. AT&T NetPROTECT Plus (continued)
    - 6. Customers must provide the following information to the AT&T NetPROTECT Service Establishment Group to be eligible for the liability cap:
      - a. a written list of all telephone numbers, both outbound and toll-free (if applicable), assigned to each Plus CTS location (the liability cap will not apply for usage associated with numbers not included on such list);

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- b. a completed Customer profile form for each Plus CTS, describing the type of CTS, service configuration, calling volumes and patterns to foreign destinations;
- c. current contact information (e.g., telephone number, electronic mail address, pager and PIN number, wireless telephone number and/or facsimile number) at which an authorized Customer representative can be contacted 24 hours per day, 7 days per week (such representative shall have the authority to take necessary action to stop suspected Remote Toll Fraud affecting the Plus CTS);
- d. immediate written updates to the information provided under this Section, signed by an authorized Customer representative; and
- e. description of any change to Plus CTS that could affect the security of the Plus CTS (to be provided before the change is implemented)
- 7. After the NetPROTECT Service Establishment Group has determined that Customer has satisfied all requirements, it will provide a CTS Certification package to Customer, which package will identify the service effective date that the specified CTS will be considered a Plus CTS. If the NetPROTECT Service Establishment Group determines that Customer has failed to satisfy this Service options requirement, the NetPROTECT Service Establishment Group will advise Customer of the requirement(s) that have not been satisfied.
- 8. Customers must notify the AT&T NetPROTECT Service Establishment Group in writing thirty days prior to its date of discontinuance. If Customer replaces this Service option with AT&T NetPROTECT Premium, the nonrecurring charge for installation of AT&T NetPROTECT Premium will be reduced by the nonrecurring charges paid by Customer for of this Service option.
- 9. Rates and Charges

CTS	NRC	MRC
First 100 CTS (1-100), per CTS	\$100.00	\$10.00
Next 100 CTS (101-200), per CTS	\$75.00	\$10.00
All Additional CTS (Over 200), per CTS	\$50.00	\$10.00

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.17 AT&T NetPROTECT (continued)

9.17.3 Service Options (continued)

#### C. AT&T NetPROTECT Premium

1. This Service option is available to all Business Customers including AT&T IP Flexible Reach, AT&T Voice DNA®, and AT&T Voice DNA® Remote Worker with Secure Voice Tunnel Option, except those who are acting in the capacity of a reseller or wholesaler. The following are not covered by this Service: AVOICS customers; AT&T IP Toll-Free customers, International Toll-Free customers; AT&T Voice DNA® Remote Worker without Secure Voice Tunnel Option; customers who provide Audio and/or Video Teleconference service; calls carried on an audio or video teleconference bridge; and Prepaid Card Providers. NetPROTECT does not cover any fraud event that originates on or otherwise utilizes a non-covered service.

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- 2. This Service option is a value-added Remote Toll Fraud protection and notification plan that applies with respect to Covered Calls to or from a Premium CTS. When AT&T certifies Customer's CTS as a Premium CTS, Customer is not liable for charges for Remote Toll Fraud calls that commence during the Protected Period for that Premium CTS.
- 3. The Protected Period for a Premium CTS is the period from the commencement of this Service protection for the Premium CTS through two hours after any AT&T Notification or Customer Notification involving the Premium CTS. When the Protected Period has terminated as a result of an AT&T Notification or a Customer Notification, it will not recommence for the Covered Premium CTS in question until seven days after such termination (or until seven days after a subsequent AT&T Notification or Customer Notification that would have terminated the Protected Period if the Protected Period had been in effect for that Premium CTS).
- 4. The Protected Period does not include any period during which Customer has implement a restriction recommended by AT&T during an active Remote Toll Fraud incident. Any Remote Toll Fraud that involves a Premium CTS and that occurs when the Protected Period is not in effect for that Premium CTS will also be deemed not to have occurred during the Protected Period for any other Premium CTS involved in the same Remote Toll Fraud incident (regardless of whether the Protected Period otherwise would have been in effect for such Premium CTS).

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

- 9.17 AT&T NetPROTECT (continued)
  - 9.17.3 Service Options (continued)
    - C. AT&T NetPROTECT Premium (continued)
      - 5. Customers must comply with the following to be eligible for this Service option's liability waiver:
        - changes all manufacturer's or vendor's default passwords on all
          Premium CTS equipment to a random password with a minimum of seven alphanumeric characters;

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- b. protect all network test units and all remote maintenance ports, on all Premium CTS equipment by: (1) requiring human intervention for external access to all such network test units and remote maintenance ports; (2) installing a security device that uses password encryption or a callback device; or requiring use of a password that complies with the password requirements;
- c. Passwords: (1) must be changed at least every three months; (2) cannot be used more than once.; (3) must be a minimum of seven characters in length; (4) be comprised of a minimum of three letters and a minimum of three numbers and/or special characters (such as #, !, or \*); AND (5) may not include sequential or repetitive numbers or letters that form common English words;
- d. produce accurate, dated records of all passwords used and to whom these passwords were distributed;
- e. block or prevent all call transfer capability external to each Covered Premium CTS by voice mail and auto attendant systems on each Covered Premium CTS except call transfer capability to another Covered Premium CTS:
- f. protect Direct Toll-Free System Access on each Covered Premium CTS by: (1) requiring human intervention for all external access; (2) installing a security device that uses password encryption or a callback device; or (3) utilizing single string security codes containing at least seven digits plus a secondary code of at least 4 digits (or another combination of codes that provides less than a 1 in 12,000 chance of dialing an authorized code number on a single, randomly dialed attempt);
- g. deactivates all trunk verification codes on each Premium CTS;

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.17 AT&T NetPROTECT (continued)

- 9.17.3 Service Options (continued)
  - C. AT&T NetPROTECT Premium (continued)
    - 5. Customers must comply with the following to be eligible for this Service option's liability waiver: (continued)
      - h. provide a written list of: (1) of all telephone numbers, both outbound and toll-free (if applicable), assigned to each Premium CTS location (the liability waiver will not apply for usage associated with numbers not included on such list); (2) the PBX/Key System Model and Version, PBX/Key System Vendor and Maintenance Contact Number(s), Voice Mail Model, and Auto Attendant Model, as applicable;

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- i. provide a completed Customer profile form for each Premium CTS, describing the type of CTS, service configuration, calling volumes and patterns to foreign destinations;
- j. Customer must provide current contact information (e.g., current telephone number, electronic mail address, pager and PIN number, wireless telephone number and/or facsimile number) at which an authorized Customer representative can be contacted 24 hours per day, 7 days per week (such representative shall have the authority to take necessary action to stop suspected Remote Toll Fraud affecting the Premium CTS);
- k. provides a completed network security certification form as provided by the AT&T NetPROTECT Service Establishment Group;
- 1. provides immediate written updates to the information provided under this Section, signed by an authorized Customer representative;
- m. provides a description of any change to Premium CTS that could affect the security of the Premium CTS (to be provided before the change is implemented);
- n. obtains all Toll-Free calling capability associated with a Premium CTS from AT&T;

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

- 9.17 AT&T NetPROTECT (continued)
  - 9.17.3 Service Options (continued)
    - C. AT&T NetPROTECT Premium (continued)
      - 5. Customers must comply with the following to be eligible for this Service option's liability waiver: (continued)
        - o. if the Premium CTS is connected by private line to any other CTS, such other CTS must also be a Premium CTS (except that a Premium CTS may be connected by private line to a CTS not located within the US Mainland, Hawaii, Puerto Rico or the US Virgin Islands, in which case the liability waiver does not apply to any usage charges for Remote Toll Fraud that accessed a Premium CTS on such private line);

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- p. must either purchase or perform an annual security review of its equipment and including all adjuncts and incoming and outgoing trunks to determine what security measures are required to better secure Customer's network. Customer must provide a copy of the results of this review to the AT&T NetPROTECT Fraud Management Center for review. Customer must implement security recommendations of the AT&T NetPROTECT Fraud Management Center resulting from this review; and
- q. permit AT&T to: (1) connect Customer with Customer's CTS vendor or a qualified external organization that can work remotely with Customer to eliminate Remote Toll Fraud; (2) review Customer's equipment configuration upon demand, on a random or spot check basis (no more than twice a year per CTS location). If Remote Toll Fraud occurs, another CTS review will be performed immediately to determine the cause of the Remote Toll Fraud; and (3) to have a representative to enter and conduct a contract compliance review of any Premium CTS location if requested to investigate suspected Remote Toll Fraud.
- 6. After the NetPROTECT Service Establishment Group has determined that Customer has satisfied this Service option's requirements, it will provide a CTS Certification package to Customer, which package will identify the service effective date that the specified CTS will be considered a Premium CTS. If the NetPROTECT Service Establishment Group determines that Customer has failed to satisfy this Service option's requirements, the NetPROTECT Service Establishment Group will advise Customer of the requirement(s) that have not been satisfied.

### SECTION 9 - MISCELLANEOUS CHARGES AND FEES

### 9.17 AT&T NetPROTECT (continued)

9.17.3 Service Options (continued)

# C. AT&T NetPROTECT Premium (continued)

7. Customers must notify the AT&T Service Establishment Group in writing at least thirty days prior to the date of discontinuance. If Customer replaces this Service option with AT&T NetPROTECT Plus, all nonrecurring installation charges associated with AT&T NetPROTECT Plus will be waived.

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Effective: May 2, 2022

8. As new methods of Remote Toll Fraud become apparent, AT&T periodically will inform Customer of such new methods and the recommended remedial action required of Customer to protect all Premium CTS locations. If Customer does not comply with these recommendations, the NetPROTECT Premium Liability Waiver will not apply with respect to any charges associated with such new methods of Remote Toll Fraud. Additionally, if Customer does not secure all Covered Premium CTS equipment against the new methods of Remote Toll Fraud, AT&T will not be obligated to continue this Service.

# 9. Rates and Charges

CTS	NRC	MRC
First 100 CTS (1-100), per CTS	\$300.00	\$200.00
Next 100 CTS (101-200), per CTS	\$250.00	\$150.00
All Additional CTS (Over 200), per CTS	\$200.00	\$100.00
Location Move Charge, per CTS	\$25.00	