

INSIDE WIRE PROTECTION PLANS SERVICES

Terms and Conditions

These Terms and Conditions (“Agreement” or “Plan”) for INLINE®, WIREPRO, & LINEBACKER, INSIDE WIRE SERVICE PLAN (as applicable to your location, and each referred to as “IWP”), and are each an optional plan offered, depending on your service location, by AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin (referred to herein as “we,” “us,” “our,” or “AT&T”), AT&T California, AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas (referred to herein as “we,” “us,” “our,” or “AT&T”) to provide trouble isolation and repair services for inside telephone/communications. They apply to all customers who purchase IWP Services (collectively, “IWP Services” or “Services”).

Important Note: PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT GOVERNS DISPUTES BETWEEN YOU AND AT&T. THIS AGREEMENT ALSO ESTABLISHES LIMITATIONS OF LIABILITY IN THE EVENT OF A DISPUTE.

If you do not agree with these Terms and Conditions, please call us immediately to cancel IWP Services. If you cancel within thirty (30) days after receipt of these Terms and Conditions, there will be no charge for the Services, and we will refund any amounts you paid for them. If you cancel more than thirty (30) days after receipt of these Terms and Conditions, we will provide you a pro rata refund of the monthly charge for IWP Services.

INTRODUCTION

AT&T is responsible for maintaining its network facilities. You are responsible for maintaining and repairing all telephone/communications wiring (twisted pair) inside your premises that is used to provide AT&T services to all associated equipment (e.g., phones/soft phones, faxes, modems, computers, monitors, televisions, etc.). “Inside Wire” is the telephone/communications on your side of the network interface device (NID) or optical network terminal (ONT), up to and including your communications jacks outlets, that is used to provide AT&T services (other than satellite TV services). The NID/ONT is usually a box located on the outside of your home and is the line of demarcation between Inside Wire and AT&T network facilities. In multi-unit buildings, Inside Wire is the wire that is inside the walls of your unit and that is dedicated to your unit.¹ “Standard Inside Wire” is Inside Wire that meets, and has been installed in accordance with, the specifications outlined in the National Electrical Code and the Electronic Industry Association standards. If something goes wrong with your Inside Wire, you have several choices. You can fix it yourself. You can have it fixed by a third party, such as an electrician. Alternatively, you can call AT&T to fix it. If you call AT&T, we will charge you for time and materials to fix the problem if you do not

¹ Inside Wire does not include horizontal or riser cable in the building. If you live in a multi-demarcat building, in which a separate NID is installed for each unit (as opposed to a single demarc for the entire building), Inside Wire does include the wiring from your NID to the wiring inside the walls of your unit.

subscribe to IWP Services. If your AT&T service is located in rented or leased facilities, military housing, or a multi-unit building (apartment, dormitory, condominium, cooperative dwelling, nursing home or other group living facility), you should determine whether you or your landlord/property manager are responsible for repairs to your Inside Wire prior to subscribing to IWP Services. However, if your landlord/property manager permits, you may still choose to subscribe to IWP Services if you prefer AT&T diagnostic and repair services to those of others.

DESCRIPTION OF SERVICES

The IWP Plan is an optional service plan that protects AT&T residential customers against unexpected charges for repair of Standard Inside Wire, including repairs that result from normal wear and tear. If you report a problem with your AT&T service(s) and/or your Inside Wire and you subscribe to IWP Services, we will perform standard diagnostics to determine where the problem exists (trouble isolation). We will also repair, as necessary, your Standard Inside Wire jack face-plates, splitters, and blocking filters, (“Covered Components”)² subject to the Exclusions listed below. Power supplies, back-up batteries, electrical wiring, residential gateways, telephone adapters, and set-top boxes are not covered.³ Inside Wire that is not connected to AT&T network facilities is not covered.

Under the IWP, we will repair or replace defective Standard Inside Wire and Covered Components at no additional cost to you. (You pay only your monthly IWP subscription charge). At our discretion, we will determine the manner in which repairs will be made. We will also decide the color and specifications of replaced wire, communications jacks, and connecting blocks. Surface mounting is the standard for replacing communications wiring and jacks. Requests for replacement with concealed communications wiring requiring extra work may be subject to time and material charges. We reserve the right to dispatch a repairman at our discretion, since trouble isolation can often be performed through our remote testing facilities.

The IWP Plan covers Standard Inside Wire, for a single line (as defined below), at a single location on a single customer account. If you have multiple lines at one location, you must subscribe to IWP Services separately for each line. For purposes of this paragraph, a “line” is each outgoing telephone number used to provide AT&T local exchange telephone services. All AT&T DSL and dial-up Internet access services are considered one “line” and do not add to the total number of lines when both local exchange telephone services and other AT&T services are provided at a single location on a single customer account.

² Covered Components may include wireless adapters, but only if they were installed by AT&T, in its sole discretion, in lieu of installing additional wiring. Covered Components may also include patch panels, but only if installed by AT&T. Covered Components do not include any customer premises equipment.

³ Repair services for the residential gateway, telephone adapters, and set-top boxes may be included as part of a rental agreement in the Terms of Service for the applicable AT&T U-verse service or may be available separately if the equipment is purchased.

EXCLUSIONS

The following are NOT covered under the IWP Plan:

- Inside Wire and Covered Components rendered defective by negligence, willful damage, vandalism, faulty equipment, and/or premises construction/repair/remodeling activities;
- Inside Wire and Covered Components that did not work when IWP Services were ordered;
- Wiring for boat slips, special boat cords and jacks, and/or wiring for recreational vehicle locations;
- Jacks located outdoors, except for waterproof jacks located on the exterior of your premises;
- Shared tenant service locations (STS)—where tenants purchase services from the building owner/manager or other non-AT&T entity;
- For multi-unit dwellings, problems occurring in horizontal and/or riser cable or problems we are prevented from accessing, for example, by the owner of the property, by government or military authorities (i.e., you live on a military base), or by your landlord;
- Repair of complex Inside Wire associated with multiple lines that use common equipment. This includes Inside Wire associated with telephone stations that are a part of a key or PBX telephone system, repair of Inside Wire associated with Centrex, Dimension, CentraLink 2100, CentraLink 3100, CentraLink DCOSS type service, and lines connected to coin telephones;
- Inside Wire and Covered Components damaged by a catastrophic event (such as fire, flood, earthquake, terrorism, act of war, lightning, or wind) that also damages all or a portion of your premises, except that repair will be provided for Standard Inside Wire in any portion of your premises that is suitable for occupancy without reconstruction or repair of walls, floors or other structural features, so long as you do not disconnect all AT&T services at your premises. If repairs cannot be completed until after such reconstruction is completed, or if you disconnect all AT&T services at your premises, applicable charges will apply to install new or repair any existing wiring.
- Installation of additional (as opposed to replacement) wire, jacks, cable outlets and/or components, including connecting the wire at the NID/ONT or jacks/cable outlets;
- End-to-End replacement of wire (e.g., from the NID/ONT to one or more jacks/cable outlets) unless AT&T determines, in its sole discretion, that replacement is necessary;
- Main line extension wires to unattached structures (such as a separate garage or barn);
- Conversion of hard-wired phones and/or other customer equipment to modular jacks/outlets;
- Jacks/cable outlet rewiring, relocation, and/or rearrangements from one working line to another;
- Moving/rearranging Inside Wire at the NID/ONT;
- Jacks/cable outlets without wiring (non-modular) and/or conversion of non-modular jacks/outlets to modular ones;
- Wiring used for satellite TV services; and
- Requests to check for wire taps.

CUSTOMER'S RESPONSIBILITY

If the work you request requires conduit; cutting and patching of finished walls, floors and/or ceilings; or structure modifications, you are responsible for arranging to have such work performed by other persons.

After each repair visit, you have the responsibility to reestablish the connection or verify proper functioning of any equipment (e.g., phones/soft phones, faxes, modems, computers, monitors, televisions, fire and burglar alarms, meters, sensors, automatic dialers, answering devices, etc.) connected to your inside wiring. It is your responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the diagnostic testing we perform, which may include disconnecting such equipment from inside wiring and/or disconnecting inside wiring from the network interface/optical network terminal. It is also your responsibility to ensure proper functioning of any services other than AT&T services, or to contact the company that provides such services.

CHARGES, TAXES AND FEES

Billing for IWP Services begins on the effective date of coverage. See section below entitled "Effective Date of Coverage." You agree to pay our current charges for IWP Services as reflected on monthly bills, as well as taxes and fees assessed against either you or AT&T on those charges. Payment has the same due date and is subject to the same late payment charges as other items billed on your AT&T bill. For current prices, taxes or other applicable fees, check your AT&T bill or call the service center at the number listed on your bill.

EFFECTIVE DATE OF COVERAGE (Subject to Exclusions)

1) *When you order IWP Services at the same time you order new AT&T service(s) (you do not have any existing AT&T services):*

The IWP Plan is effective for the wiring used to provide the new AT&T service(s) immediately upon activation of the new AT&T service(s).

2) *When you order IWP Services and you do have existing AT&T service(s):*

The IWP Plan is effective for the wiring used to provide the existing AT&T service(s) on the date you place your order for the Plan. If you are also ordering new AT&T service(s) at the same time, it is effective for the wiring used to provide the new AT&T service(s) immediately upon activation of the new AT&T service(s).*

3) *When you already have IWP Services and you purchase new AT&T service(s) either in addition to or as a replacement for your existing services:* The IWP Plan is effective for the wiring used to provide the new AT&T service(s) immediately upon activation of the new AT&T service(s).*

*Note: If you order IWP Services on the day of a repair visit, the Plan is effective for the wiring used to provide your existing AT&T service(s) on the day after the repairs are completed and is effective for the wiring used to provide any new AT&T service(s) immediately upon activation of the new AT&T service(s).

CANCELLATION OF SERVICE

You may cancel IWP Services at any time by calling our service center, without incurring any cancellation charge or disconnect fee. Charges are prorated to the date service is cancelled. We may cancel your IWP Services if you fail to timely pay the charges for the plan; if you repeatedly cause or permit damage to occur to Inside Wire or Covered Components; if a ruling, regulation, statute, or order issued or passed by a judicial, legislative or regulatory body causes AT&T to believe that these Terms and Conditions may be in conflict with such rules, regulations or orders; or if we decide, in our sole discretion, to cease providing IWP Services in any particular geographic area, in all geographic areas, and/or under any particular circumstances or conditions.

LIMITED WARRANTY

Identification and isolation of the cause of trouble in an electronic or fiber network is sometimes difficult and time consuming, especially if the trouble is from multiple causes or is intermittent. Our sole responsibility under the IWP Plan is to use reasonable skill, procedures and equipment to locate and fix the trouble on Standard Inside Wire and Covered Components, or to isolate it to specific equipment (e.g., phones/soft phones, faxes, modems, computers, monitors, televisions, etc.).

Except as otherwise provided in these Terms and Conditions, if we are not successful in identifying or eliminating the problem, or if we do not perform a repair or replacement correctly, we will return to your premises to correct the covered repair or replacement at no additional charge. This warranty applies as long as you continue to subscribe to IWP Services.

WE HEREBY EXPRESSLY DISCLAIM ALL AND ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES NOT EXPRESSLY GRANTED IN THESE TERMS AND CONDITIONS.

LIMITATION AND EXCLUSION OF LIABILITY

Neither we nor any of our affiliated companies, nor any of our or their officers, directors, employees, or agents will be liable for delays or failure to perform repairs due to circumstances beyond our reasonable control, including labor strikes or disputes, natural catastrophes, civil disturbances, weather, material shortages, terrorism, unusual workloads, acts of God, fire, flood, acts of any governmental body, or any other cause beyond our or their reasonable control. Our liability and their liability, in total, for damages caused by or arising out of a failure to perform the service covered by the IWP Plan in a proper and timely manner, shall in no event exceed the lesser of (i) \$100, or (ii) the actual cost to repair, replace or install the Standard Inside Wire and Covered Components (except to the extent additional monetary remedies are provided for in the Dispute Resolution by Binding Arbitration provision below). Neither we nor any of our

affiliated companies, nor any of our or their officers, directors, employees, or agents will be responsible or liable for defacement or damage to customer premises occasioned by drilling of holes, or in the attachment and removal of wiring and equipment with standard screws, staples, hooks, fasteners and adhesives when performed in a workmanlike manner.

NEITHER WE NOR ANY OF OUR AFFILIATED COMPANIES, NOR ANY OF OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF SERVICES COVERED UNDER THE IWP PLAN. IN ADDITION, NEITHER WE NOR ANY OF OUR AFFILIATED COMPANIES, NOR ANY OF OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS FOR THE MALFUNCTIONING OR NON-FUNCTIONING OF ANY APPARATUS CONNECTED TO YOUR INSIDE WIRE, SUCH AS AUTOMATIC DIALERS, FIRE AND BURGLAR ALARMS, METERS, SENSORS, ANSWERING DEVICES, TELEVISIONS, PERSONAL COMPUTERS, AND TELEPHONES.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OR EXCLUSIONS IN THE SECTIONS ABOVE ENTITLED "LIMITED WARRANTY" AND "LIMITATION AND EXCLUSION OF LIABILITY" MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

All disagreements and disputes between you and AT&T, of every kind, if not resolved by negotiations, shall be resolved by arbitration.

Summary of Arbitration Agreement (which is set forth below in detail): Most customer concerns can be resolved quickly and to the customer's satisfaction by calling AT&T's customer service center. **In the unlikely event that AT&T's customer service center is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis;**

class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, we will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what we have offered you to settle the dispute.

Arbitration Agreement:

a. We and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

In this Arbitration Agreement, references to “we,” “us,” “our,” “you,” and “your” include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this agreement, you and we are each waiving the right to a trial by jury and to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to us should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If we and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any

settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a form notice and a form to initiate arbitration from here: att.com/arbitration-forms.

c. After we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1.800.778.7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected; then we will:

- pay you the amount of the award or \$10,000 (“the alternative payment”), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues

for investigating, preparing, and pursuing your claim in arbitration (“the attorney premium”).

If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

e. The right to attorneys’ fees and expenses discussed in this arbitration agreement supplements any right to attorneys’ fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys’ fees or costs. Although under some laws we may have a right to an award of attorneys’ fees and expenses if we prevail in an arbitration, we agree that we will not seek such an award.

f. The arbitrator may award declaratory or 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 AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and we 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 class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

g. Notwithstanding any provision in this Agreement to the contrary, you agree that if we make any change to this arbitration agreement (other than a change to the Notice Address) during the period of time that the Agreement is in effect, you may reject any such change by sending us written notice within thirty (30) days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

CHANGES TO TERMS AND CONDITIONS

We reserve the right to amend these Terms and Conditions and to change prices. We will notify you in advance of any increase in price or any amendment that would have a material effect on the IWP Plan, by a message on your AT&T bill or by any other reasonable means. If you do not cancel IWP Services prior to the effective date of such change, you will be bound by the new terms and/or charges until you do cancel.

GENERAL PROVISIONS

Except as provided in the Dispute Resolution by Binding Arbitration provision, in the event any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

TRANSFERABILITY

AT&T may sell, assign or transfer your IWP account and this Agreement to a third party without notice to you. You may not sell your IWP account or this Agreement, and you may not assign or transfer your IWP account or this Agreement without AT&T's written consent.

ENTIRETY OF AGREEMENT

NO REPRESENTATIVE OF AT&T HAS THE AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY TO YOU OTHER THAN THAT STATED IN WRITING IN THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AND UNDERSTANDING BETWEEN AT&T AND YOU CONCERNING THE PROVISION OF IWP SERVICES.

HELPFUL HINTS:

Troubleshooting You can Perform Yourself

Please ensure your equipment is connected to any required electrical power supply and to the residential gateway, jack, cable outlet, and/or other appropriate connecting component. Also, refer to the materials provided to you at time of service installation or to online help for assistance in trouble diagnosis.