

**GENERAL**

This sets forth the contract terms, conditions and rates applying to the provision of telecommunications services by AT&T Texas to customers in exchanges where AT&T Texas, as holder of a certificate of operating authority, operates as a competitive local exchange carrier in another incumbent local exchange carrier's defined territory.

Failure to observe the terms and conditions specified constitutes breach of this contract and gives AT&T Texas the right to cancel the contract and discontinue the furnishing of service after notice to the customer and opportunity to cure the breach.

AT&T Texas' obligation to furnish service or to continue to furnish service is conditioned upon the customer's ability to obtain, retain and maintain suitable rights of access to the facilities required for the furnishing and maintenance of that service.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services.

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/1/ Material now appears on Page 1.1.

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**DEFINITIONS**

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The Incumbent Local Exchange Carrier which has been issued a Certificate of Convenience and Necessity (CCN) for the serving telephone exchange.

Demarcation Point

The point of demarcation between AT&T Texas communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises.

End Office Switch

An end office switch is a local AT&T Texas switching system where AT&T Texas exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.

Exchange

The geographic territory delineated as an exchange area by official commission boundary maps. An exchange area usually embraces a city or town and its environs. An exchange area may be served by more than one central office. An exchange area may also be referred to as an exchange.

Certificate of Operating Authority (COA)

A COA entitles a holder to provide facilities based local exchange telephone service in a designated area in the state of Texas. A COA is granted by the Texas Public Utility Commission and is further defined in PURA. AT&T Texas is a COA holder for purpose of these terms and conditions.

Applicant

Applicant is defined as a person or entity who applied for service for the first time or reapplies at a new or existing location after discontinuance.

Customer

Customer is defined as someone who is currently receiving service.

Local Service Type

*Company Build-out* – end-to-end facilities provided by the Company

*Resold Line* – end-to-end facilities purchased by the Company from another local exchange carrier at a resale discount

*Loop Lease* – local loop facilities purchased by the Company from another local exchange carrier

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/1/ Material formerly appeared on Page 1.

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**APPLICATION FOR SERVICE**

By applying for service, or requesting additional service or changes in the grade or class of service, customer accepts these terms and conditions, subject to customer's right to review these terms and conditions and cancel the order for service without liability within the first ten (10) days after receiving the first bill. AT&T Texas reserves the right to require application for service to be made in writing on forms supplied by it.

These terms and conditions supersede any representations made, or allegedly made by any representative, agent or employee of AT&T Texas. Customer's right to cancel, as set forth herein, shall be customer's exclusive remedy in the event of any such alleged intentional or negligent misstatement or misquotation and, notwithstanding any other provision set forth herein, AT&T Texas shall have no further liability in any such event.

Any general change in rates or terms and conditions shall act as a modification of the contract, provided that a customer, after receiving notice of such change, may cancel its contract upon reasonable written notice within thirty (30) days of receiving notice of the change and upon payment for all service, equipment and any contractual liability up to the time of termination.

Any notices sent by customer pursuant to this section shall be sent to:

AT&T Texas  
P.O. Box 35802  
Dallas, TX 75235  
Attn: Area Manager – Sales and Service Center  
Fax: (214) 745-2837

Unless otherwise specified, the minimum term for which service will be furnished is one month.

AT&T Texas may decline to serve an applicant for the following reasons:

- AT&T Texas's facilities are inadequate or established as of the date of Applicant's request; or
- For unsatisfactory credit rating; or
- Refusal to make deposit; or
- For circumstances beyond AT&T Texas' reasonable control; or
- For any other reason specified in applicable law or regulation; or
- When applicant uses the service in violation of any applicable law or regulation.
- For indebtedness: If the applicant is indebted to AT&T Texas, provided however, that in the event the indebtedness of the applicant for service is in dispute, the applicant shall be served upon complying with deposit requirements; or
- Intent to deceive: If the applicant requests service at a location where another customer received or continues to receive service, and AT&T Texas has a reasonable basis for believing that the change of account holder and billing name is made to avoid or evade payment of an outstanding bill owed AT&T Texas.

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**USE OF SERVICES AND FACILITIES**

Payment – The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with customer's usage or that of any of the services.

Transmitting Messages – AT&T Texas does not transmit messages but offers the use of its facilities for communications between its customers and other parties of the customer's choosing.

Use of Lines of Other ILECs – When suitable arrangements can be made, lines of other ILECs may be used in establishing connections to points not reached by AT&T Texas' lines. In establishing connections with the lines of other ILECs, AT&T Texas is not responsible or liable for any action of the connecting ILEC.

Unauthorized Attachments or Connections – No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the facilities furnished except as provided in these terms; i.e., such attachments or connections may not be made to AT&T Texas provided facilities on the network side of the minimum point of entry.

- In case any such unauthorized attachment or connection is made, AT&T Texas shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachment or connection; or to terminate the service.
- If the attachment or connection is on the non-network side of the minimum point of entry, AT&T Texas shall have the right to rearrange the network interfaces to a demarcation point at the minimum point of entry. AT&T Texas may apply charges for any rearrangement of the network interface. Before establishing a demarcation point at the minimum point of entry, AT&T Texas will initiate a contact to determine if the attachment was deliberate. If the attachment was inadvertent, AT&T Texas will allow it to be removed.

Except as otherwise provided in these terms or applicable law or regulations nothing herein shall be construed to permit the use of a device to interconnect any line or channel of AT&T Texas with any other communication line or channel of AT&T Texas or of any other person.

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**OBLIGATIONS OF CUSTOMERS**

Alterations – The customer agrees to notify AT&T Texas promptly in writing whenever alterations or new construction on premises owned or leased by customer will necessitate changes in AT&T Texas' provided facilities. Construction charges may be applicable to facility moves.

Inside Wire – The installation and maintenance of inside wire and premises cable on the customer's side of the demarcation point is the responsibility of the customer.

Maintenance and Repairs – All ordinary expense of maintenance and repair of facilities and services on AT&T Texas' side of the demarcation point, unless otherwise specified in these terms, is borne by AT&T Texas. The customer agrees to take good care of the equipment and connected facilities. In case of damage to or destruction of any of AT&T Texas' equipment and facilities, not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its 1 condition, except where such damage is not caused by the negligence of the customer.

Rearrangements and Installation of Equipment – Customers may not install, rearrange, disconnect or remove or permit others to install, rearrange, disconnect or remove any apparatus associated with AT&T Texas provided facilities, except:

- In accordance with the provisions of **USE OF SERVICES AND FACILITIES - Unauthorized Attachments or Connections**,
- Upon the written consent of AT&T Texas; or
- In case any such unauthorized rearrangement, removal, or connection is made, AT&T Texas may rearrange the network interfaces to a demarcation point at the minimum point of entry. Charges for any such rearrangements may apply.

Use of Commercial Power for Operation of Equipment or Facilities – Unless specifically provided otherwise in these terms, when commercial power is used for the operation of AT&T Texas equipment or facilities, the customer will provide the necessary power wiring, power outlets and commercial power. The customer assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.

Protective Equipment:

- When a hazardous electrical environment is present at a customer's premises, protective equipment is required when the estimated rise in ground potential is sufficient to cause damage to AT&T Texas facilities or to endanger the safety of its employees or customers. The customer may elect to provide his own protective equipment subject to AT&T Texas specifications.
- Neutralizing transformers, isolating transformers, drainage coils and other special protective equipment for use in providing service to customer's premises where there are high ground potentials, even though not required by the preceding paragraph, may be provided by the customer, subject to AT&T Texas specifications.

Electrical Bonding and Grounding - The customer shall be responsible for bonding and/or grounding a mobile premises or any mobile structure in which service is to be provided or used (e.g., boats, RVs and mobile homes), as well as any equipment and associated wiring on the customer's side of the demarcation point at any premises, whether fixed or mobile. AT&T Texas shall in no way be liable for any harm or any damages arising in connection with any failure by the customer to properly bond or ground a mobile premises or any mobile structure in which service is to be provided (e.g., boats, RVs and mobile homes), as well as equipment and associated wiring located on the customer's side of the demarcation point at any premises, whether fixed or mobile.

**RIGHTS OF AT&T TEXAS**

Work Performed on an Overtime Basis – The charges specified in these terms do not contemplate work being performed by AT&T Texas employees involved at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.

Work Interruption – The charges specified in these terms do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.

Ownership – Equipment and lines on customers' premises furnished by AT&T Texas, shall be and remain the property of AT&T Texas, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment and, upon termination of the service, for the purpose of removing such equipment and lines.

Impairment of Telephone Service – When telephone service to another customer is impaired by a customer's use of telephone service, or service directly incident thereto, AT&T Texas shall have the right to require the customer to contract with AT&T Texas for such additional facilities, equipment and rearrangement, and/or to require the customer to attend properly the equipment and facilities, as may be necessary in the judgment of AT&T Texas, to remove the cause of said impairment, or if the requirement is refused or will not remedy the situation, to discontinue service completely.

Abandonment of Telephone Service – Abandonment of service is a breach of these terms and AT&T Texas may discontinue service which has been abandoned.

Abuse of Telephone Service – AT&T Texas may discontinue or refuse to provide service which is used:

- In such a way that interferes with the service of other telephone users. AT&T Texas will make a reasonable attempt to notify the customer and allow the customer a reasonable opportunity to remedy the situation.
- For any purpose other than a means of communication;
- For a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
- In any manner violating applicable law or regulation; or
- For any fraudulent purpose.

Telephone Directory Distribution – Where available, AT&T Texas will have distributed to its customers without charge, one directory per establishment. Where available, other additional directories will be furnished at the discretion of AT&T Texas at a reasonable rate. (C)

Telephone Directory Ownership – Where available, directories regularly furnished to customers are the property of AT&T Texas, are loaned to customers only as an aid to the use of the telephone service, and are to be returned to AT&T Texas upon request. Customer may not resell such directories in whole or in part, or any information contained in such directories. AT&T Texas shall have the right to make a charge for replacement directories. (C)

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**RIGHTS OF AT&T TEXAS (cont'd)**

Telephone Numbers – AT&T Texas reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number of central office designation assigned by AT&T Texas in the furnishing of telephone service.

Unauthorized Attachments or Connections – Where the customer uses unauthorized equipment, accessories, apparatus, circuit or device, he will be held responsible for the cost of correcting any impairment of service caused by the use of such attachment or connection and will be billed for each service call made to his premises or the premises of any other customer by reason of the use of such attachment or connection with facilities of AT&T Texas.

**LIABILITY OF AT&T TEXAS**

General – In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by AT&T Texas, and of the other uses for which facilities may be furnished him by AT&T Texas, and because of unavoidable errors incident to the services and to the use of such facilities of AT&T Texas, the services and facilities furnished by AT&T Texas are subject to the conditions and limitations.

Facilities – AT&T Texas' failure to provide or maintain facilities under these terms shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond AT&T Texas' reasonable control, subject to the interruption allowance provisions by these terms.

Defacement of Premises – No liability shall attach to AT&T Texas by reason of any defacement or damage to the customer's premises resulting from the existence of AT&T Texas' equipment, facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of AT&T Texas or its employees.

Interruptions of Service – In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for 24 hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat-rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. Except as provided below, no other liability shall in any case attach to the Telephone Company in consideration of such interruptions.

Delays in Installation of Service – Any representation by AT&T Texas, its representatives, agents, or employees that service will be installed by a certain date or certain time period is strictly an estimate and not binding on AT&T Texas, its representatives, agents or employees. All estimated completion dates are subject to changing work loads, changes in the availability of personnel, changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T Texas's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that AT&T Texas, its representatives, agents or employees, could not reasonably anticipate at the time of the estimate. Notwithstanding any other provision set forth herein, AT&T Texas shall not be liable for any delays in the installation of service, or for failure to complete installation by the date set forth in estimates provided to customer.

Indemnification – AT&T Texas' liability, if any, for its gross negligence or willful misconduct is not limited by these terms. With respect to any other claim or suit, by a customer or by any others, the customer indemnifies and saves harmless AT&T Texas against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of AT&T Texas' equipment, facilities and associated wiring on the customer's premises and further the customer indemnifies and saves harmless AT&T Texas against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of AT&T Texas or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by AT&T Texas and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by AT&T Texas. The customer assumes full responsibility concerning the right to use any name or address in a listing and agrees to hold AT&T Texas (C) free and harmless of and from any claims, loss, damage or liability which may result from the use of such listing. AT&T Texas does not undertake to determine the legal, contractual or other right to the use of a name or address to be listed in a telephone directory, where available, or its Listing Information System. (C)



**LIABILITY OF AT&T TEXAS (cont'd)**

Limitation of Liability – AT&T Texas' liability, if any, for its gross negligence or willful misconduct is not limited by these terms. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, occurring in the course of establishing or furnishing service hereunder, or defects in transmission, AT&T Texas' liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error in establishing or furnishing service or defect in transmission occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under these terms as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon AT&T Texas. With respect to any claim or suit, by a customer or any others, for damages arising from errors or omissions in the compilation, maintenance, use or distribution of electronically maintained or printed directory listings, where directories are available, or in accepting listings as presented by customers or prospective customers for inclusion in such electronically maintained or printed directories, AT&T Texas' liability, if any, shall not exceed twice the amount paid for the listing during the period covered by the directory in which the error or omission occurred.

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**TERMS AND CONDITIONS FOR THE LOCATION OF DEMARCATION POINTS****A. Definition of Demarcation Point**

1. The point of demarcation and/or interconnection between AT&T Texas communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. AT&T Texas-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Commission's rules. AT&T Texas will provide one primary demarcation point for services provided through AT&T Texas network facilities at no cost to the subscriber. Any secondary or additional demarcation point(s) requested by the customer will be provided as specified in the AT&T Texas Guidebook, Part 2, Section 5 (Construction Charges). The costs of providing these secondary or additional demarcation points include all labor and materials including cabling. Additions or reinforcements of existing facilities to secondary demarcation points will only be provided upon customer request and billed as specified in the AT&T Texas Guidebook, Part 2, Section 5 (Construction Charges). "Premises" as used herein generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by AT&T Texas' reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" (MPOE) as used herein shall be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings. AT&T Texas' reasonable and nondiscriminatory standard operating practices shall determine which of (1) or (2) shall apply. AT&T Texas is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above shall apply. Multiunit premises include, but are not limited to, residential, commercial, shopping center and campus situations.
2. At this time, AT&T Texas has elected not to establish a practice of placing the demarcation point at the MPOE for multiunit premises. However, at the customer's request, AT&T Texas will place the demarcation point at the MPOE in existing installations, and as appropriate, in new installations. AT&T Texas will relocate multiple demarcation points.

**B. Classification of Installations**

1. Installations shall be classified as one of the following:
  - a. Single unit installations are facility arrangements configured to accommodate a single customer. All other facility arrangements are classified as multiunit installations. Single unit installations include: single family dwellings; single business premises; and other single customer installations on one property, undivided by public thoroughfares (e.g., educational, industrial, governmental, or medical premises).
  - b. Multiunit installations are facility arrangements configured for either more than one customer in a building or more than one premises on a legal unit of property. Multiunit installations include: multifamily residential apartments, condominiums, townhouses or duplexes; multitenant commercial, shopping center, and campus situations; and any other facility arrangement not classified as single unit.
2. With regard to premises for any structure that is built to be mobile (e.g., mobile homes and recreational vehicles), AT&T Texas may place the demarcation point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, boats, recreational vehicle parks, and similar premises may be treated by AT&T Texas as single unit installations with a single demarcation point. For boat docks the demarcation point may be placed on shore.

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**TERMS AND CONDITIONS FOR THE LOCATION OF DEMARCATION POINTS (cont'd)****C. Location of Demarcation Points**

1. In single unit installations and within individual units of a multiunit installation with multiple demarcation points, the demarcation point for all regulated services shall be a location on the customer's side and within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the demarcation point shall be at the most practicable minimum point of entry.
2. The FCC has authorized, and the PUC has approved, that the demarcation point may be located at a point other than the minimum point of entry where it has already been established by the presence of network equipment as of June 9, 1994, and where neither the customer nor the premises owner requests that the equipment be relocated to the minimum point of entry. However, the demarcation point may be moved in accordance with paragraph D., following.
3. For a multiunit installation, the property owner shall make the final decision on whether it shall have one demarcation point per customer premises or a single demarcation point for the entire building or campus. The multiunit premises owner shall determine whether there shall be a single demarcation point location for all customers or separate such locations for each customer. Provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
4. Once an installation is arranged for a single demarcation point at the minimum point of entry, it will remain so configured for the life of the building or campus. For example, once a multiunit building has a single demarcation point established at a minimum point of entry, AT&T Texas will not establish separate demarcation points within that building, except as otherwise authorized under AT&T Texas' terms.
5. Buildings undergoing renovation requiring the complete removal of AT&T Texas facilities will be considered new installations.
6. When a campus is intersected by a public thoroughfare, AT&T Texas may (at the property owner's request) provide a demarcation point in each segment of the campus created by the intersection of the public thoroughfare.
7. The demarcation point will be placed at the customer's premises at a location which is accessible to both the customer and AT&T Texas, provides the proper environment, and that is common to all services.
8. Diverse routing from a serving or alternate central office is provided under the Special Construction section of the Access Tariff. The alternate demarcation point for the diverse route shall meet the normal demarcation point requirements of paragraphs C.1 through C.7 preceding.
9. Upon request, the demarcation point may be placed inside of a building or other structure, subject to applicable charges on a time and material basis. These charges will be based upon the work necessary to locate the demarcation point inside rather than outside the building or other structure, and will apply only when the demarcation point would have otherwise been located outside the building or other structure pursuant to AT&T Texas' standard operating practices.

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**TERMS AND CONDITIONS FOR THE LOCATION OF DEMARCATION POINTS (cont'd)****D. Relocation of Demarcation Points**

1. Relocations of network interfaces or demarcation points requested by the customer or property owner, other than as specified in the terms, will be at the rates and conditions provided in SECTION 3 "Services and Charges". Charges to relocate demarcation points may apply in accordance with paragraph G., following.
2. In multiunit installations built after June 9, 1994 where the property owner initially chooses multiple demarcation points, and later the same or subsequent owner requests the establishment of a single demarcation point for the building or campus, a charge will apply that is equal to the structural value of the stranded facilities on the property. Upon full payment of such charge, ownership of those facilities will pass to the property owner. Subsequent maintenance or removal of the facilities beyond the single demarcation point will be the responsibility of the property owner. An "allowed use" option (see **CUSTOMER ACCESS TO THE TELEPHONE NETWORK**, paragraph A.) will be available to multiunit property owners at any time nine years after AT&T Texas' last cable reinforcement in the building. The purchase requirement will not apply if a property owner requests "allowed use".
3. Upon unauthorized attachment to AT&T Texas-owned facilities, a new demarcation point may be established in accordance with **USE OF SERVICES AND FACILITIES - Unauthorized Attachments or Connections**. However, AT&T Texas will not establish a single demarcation point at the minimum point of entry if it is determined that an unauthorized attachment was inadvertent, and is subsequently removed.
4. When, as a condition of service, property owners impose unreasonable terms and conditions on AT&T Texas' ability to: (1) terminate its services at a building; or (2) provide service to its customers within a building, AT&T Texas, upon giving the property owner and all tenants six (6) months written notice, may establish a single demarcation point at the minimum point of entry at no cost to the property owner or tenants. All facilities on the property owner's side of the demarcation point will be subject to the "allowed use" provisions of **CUSTOMER ACCESS TO THE TELEPHONE NETWORK**, paragraph A., following.
5. In addition to the provisions of D.4, AT&T Texas shall relocate existing demarcation points to a single demarcation point at a minimum point of entry under any of the following conditions:
  - a. At the property owner's request;
  - b. When a customer or property owner attaches to AT&T Texas-owned cable without authorization;
  - c. When AT&T Texas facilities exhaust (i.e., when additional facilities must be placed to provide service);
  - d. When AT&T Texas facilities expire (i.e., when facilities become uneconomical to maintain).
6. Condition 5.a. applies to both single and multiple unit installations. Condition 5.b. applies to single unit installations and to individual units of a multiple unit installation. Conditions 5.c. and 5.d. apply to single unit installations. Multiple unit installations may (but are not required to) establish a single demarcation point at a minimum point of entry under 5.c. or 5.d. above.

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**TERMS AND CONDITIONS FOR THE LOCATION OF DEMARCATION POINTS (cont'd)****D. Relocation of Demarcation Points (cont'd)**

7. If AT&T Texas otherwise determines through routine service order activity or customer premises work that a particular installation constitutes a single unit installation with one or more demarcation points not at the minimum point of entry, AT&T Texas will initiate a contact with the customer or property owner to determine how and when AT&T Texas will relocate the demarcation point to the minimum point of entry.
  - a. AT&T Texas will allow the customer or building owner not more than twelve (12) months to prepare to assume use and control of AT&T Texas facilities on the customer's or property owner's side of the minimum point of entry.
  - b. The customer or building owner may request that AT&T Texas establish a single demarcation point at the minimum point of entry at any time during the 12 month period, provided AT&T Texas is given at least thirty (30) days notice prior to the requested effective date of the single demarcation point. If network equipment must be relocated, AT&T Texas must be provided at least ninety (90) days notice.
  - c. If the nature of the single unit installation changes prior to the establishment of a single demarcation point at the minimum point of entry, then the options available to the property owner will be determined by the status of the installation at the time the single demarcation point would otherwise have been established; e.g., if a single tenant building becomes a multitenant building before the single demarcation point is established, then the building owner will have all of the options available as are available to owners of other multiunit installations.

**E. Regulated Intra/Interbuilding Facilities**

1. Additional facilities will be provisioned as required for regulated services to previously established demarcation points, (normally at the minimum point of entry). No additional regulated facilities will be provided beyond the demarcation point located per C., or relocated per D., preceding.

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**TERMS AND CONDITIONS FOR THE LOCATION OF DEMARCATION POINTS (cont'd)****F. Responsibilities of Customers**

1. The customer shall provide necessary space for AT&T Texas equipment and facilities installed on the customer's premises and without cost to AT&T Texas so long as such equipment and facilities may be used or useful in providing any customer service. The customer shall also make necessary arrangements in order that AT&T Texas will have access to such space at reasonable times for maintaining, testing, repairing, or removing AT&T Texas services.
2. Customers and/or property owners are responsible for the operation, maintenance, repair, and replacement of cable and wire on their side of the demarcation point. After the establishment of a demarcation point, AT&T Texas will neither install, test, repair, nor remove cable on the customer side of the demarcation point, except on a nonregulated basis.
3. Customers and/or property owners are responsible for cable pressurization on the non-network side of the demarcation point. AT&T Texas will not be responsible for pressurizing any cable for which customers and/or property owners have "allowed use" (**CUSTOMER ACCESS TO THE TELEPHONE NETWORK**, paragraph A.). In the event customers and/or property owners request the "allowed use" of a pressurized cable (and the cable otherwise satisfies the "allowed use" conditions of **CUSTOMER ACCESS TO THE TELEPHONE NETWORK**, paragraph A.), then AT&T Texas will seal the pressurization on the network side of the demarcation point.

**G. Application of Charges to Relocate Demarcation Points to the Minimum Point of Entry**

1. If the customer or building owner requests that a demarcation point or points be relocated to a single demarcation point at a minimum point of entry, or otherwise attaches to AT&T Texas-installed cable on AT&T Texas' side of an existing demarcation point.
  - a. A "make-ready" charge will apply if AT&T Texas must rearrange or install new cable facilities in order to establish the single demarcation point.
  - b. The appropriate service charges or nonrecurring charges will apply if sufficient cross-connect facilities do not exist at or near the minimum point of entry or network equipment (if any) must be relocated to the minimum point of entry.
  - c. Charges will not apply if sufficient cross-connect facilities exist at or near the minimum point of entry and network equipment (if any) is located at the minimum point of entry.
2. If AT&T Texas facilities exhaust or expire within a single unit installation, AT&T Texas will establish a single demarcation point at the minimum point of entry at no charge.

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**TERMS AND CONDITIONS FOR THE LOCATION OF DEMARCATION POINTS (cont'd)**

**G. Application of Charges to Relocate Demarcation Points to the Minimum Point of Entry (cont'd)**

3. If AT&T Texas facilities exhaust or expire within a multiple unit installation, AT&T Texas will, upon notice to and acceptance by the property owner, establish a single demarcation point at the minimum point of entry at no charge. In the alternative, AT&T Texas will maintain multiple demarcation points within the multiunit installation and reinforce or replace its facilities at no charge.
4. Unless otherwise requested by the customer or property owner, AT&T Texas may continue to provide network equipment associated with the designed services such as private line and special services. The demarcation point for such services existing as of June 9, 1994 shall not be moved so long as such network equipment remains in place, and no additional designed services are installed that would require cable or facility additions. The demarcation point for such services shall be on the customer side of the network equipment.

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**CONSTRUCTION CHARGES****A. General Regulations**

1. The charges, deposits and regulations specified below apply in connection with all classes of service, facilities or equipment furnished by AT&T Texas and are in addition to the installation charges applying in connection with particular classes of service, equipment or facilities and in addition to service connection and move charges which are covered separately in the other sections of these terms.
2. Construction charges may be payable, at the option of AT&T Texas, at the time the application is made.
3. Plant extensions made by AT&T Texas in accordance with these rules, however financed, shall be and remain the property of AT&T Texas, or may be owned by some other company with whom AT&T Texas has a joint use agreement. Poles on private property owned by customers and used in furnishing main service will be replaced by AT&T Texas at its expense when required for maintenance reasons. The replacing poles shall be owned and maintained by AT&T Texas.
4. If a plant extension is required because facilities are not available, by other than a large industrial or commercial electric customer, AT&T Texas will provide an estimated completion date to the customer within 10 working days of receipt of the application.

**B. Special Construction**

1. When a special type of construction is furnished to a customer, a charge is made equal to the difference between the estimated cost of labor and materials of the special type of construction and the estimated cost of labor and materials of standard construction. The customer is required to bear unusual maintenance costs for the special construction.
2. Where either underground or aerial construction of facilities is required, other than by choice of AT&T Texas, an additional charge shall be made if the estimated cost of the type of construction required, underground or aerial, exceeds the estimated cost of the other type of construction. This charge shall be the difference in the cost of labor and materials between the two.
3. AT&T Texas will provide one primary demarcation point for services provided through AT&T Texas network facilities at no cost to the subscriber. Any secondary or additional demarcation point(s) requested by the customer will be provided as specified in these terms. The costs of providing these secondary or additional demarcation points include all labor and materials including cabling. Additions or reinforcement of all existing facilities to secondary demarcation points will be provided upon customer request and billed as specified in these terms.



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**CONSTRUCTION CHARGES (cont'd)****C. Temporary Service**

Where plant construction is required to provide any service or facility temporary in character, or where it is necessary to place temporary construction in advance of permanent construction to meet the customer's requirements, AT&T Texas may require the applicant to pay the nonrecoverable costs of the temporary construction, or to contract for service beyond the initial period, or both.

**D. Service Provided to Movable Premises**

1. When telephone service is provided to movable premises by means of aerial plant, a clearance pole shall be provided if needed in the opinion of AT&T Texas. The customer shall place, own and maintain the pole. However, if the customer elects, AT&T Texas will place, own and maintain the pole and bill the customer the cost of placing the pole.
2. The clearance pole must comply with specifications determined to be applicable to AT&T Texas.

**E. Facility Moves**

Customers requesting AT&T Texas to move facilities on premises owned or leased by the customer are required to pay a construction charge equal to the actual material and labor costs unless the facility was not placed in an approved easement or right-of-way or if the move benefits AT&T Texas.

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**CUSTOMER ACCESS TO THE TELEPHONE NETWORK****A. Allowed Use**

1. Customers are allowed to connect, through direct attachment, simple customer premises wiring to AT&T Texas-installed wiring at points up to and on the customer's side of the demarcation point. Complex premises wiring must be attached to the network through an AT&T Texas-installed jack.
2. Customers are allowed to reconfigure, rearrange, and remove AT&T Texas-installed wiring on the customer's side of the demarcation point. Customers may not attach to, or otherwise directly access, AT&T Texas' protector.
3. Property owners are allowed to connect, through direct attachment, simple customer premises wiring to AT&T Texas-installed wiring at points up to and on the property owner's side of the demarcation point. Complex premises wiring must be attached to the network through a AT&T Texas-installed jack.
4. Property owners are allowed to reconfigure, rearrange, and remove AT&T Texas-installed wiring on the property owner's side of the demarcation point. Property owners may not attach to, or otherwise directly access, AT&T Texas' protector.

**B. Limitation of Liability**

1. After a demarcation point is established at a minimum point of entry, AT&T Texas-installed house and riser cable on the customer or property owner side of that demarcation point is subject to "allowed use" in accordance with paragraph A., *Allowed Use* above.
2. AT&T Texas shall in no way be liable for any harm, damage, service outage or degradation of service, whether intentional or inadvertent, as a result of customer, property owner, or other third-party access to or use of AT&T Texas-installed house and riser cable on the customer or property owner side of a demarcation point. AT&T Texas' liability, if any, for gross negligence or willful misconduct is not limited by these terms.