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ACCESS SERVICE TARIFF
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Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

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GENERAL REGULATIONS

2.1 Undertaking of SWBT

2.1.1 Scope

- (A) SWBT does not undertake to transmit messages or offer any telecommunication services under this tariff.
- (B) SWBT shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) SWBT shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- (D) Services are provided 24 hours daily, seven days per week except as set forth in other sections of this tariff.
- (E) The provision of services by SWBT as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- (F) Facilities utilized by SWBT to provide service under the provision of this tariff shall remain the property of the Telephone Company.
- (G) SWBT does not warrant that its facilities and services meet standards other than those set forth in this tariff and specifically referenced technical publications.
- (H) Subsequent compliance tariff filings will be made as necessary to implement the provisions of the Stipulation and Agreement as authorized by the Commission's Final Order in Docket No. 8585.

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GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.2 Limitations

- (A) The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations as set forth in Section 10 (Federal Government Specialized Services or Arrangements).
- (B) Listings will not be furnished as a part of the services provided under this tariff. Listings will be provided at the rates and charges specified in the AT&T Texas Guidebook for additional listings.
- (C) Signals applied to a metallic facility shall conform to the limitations set forth in Reference Publication as No. 1, Issue II. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect SWBT facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.
- (D) The customer has 180 days after receiving Individual Case Base (ICB) rates to order the service at the rate quoted.

GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.3 Liability

- (A) SWBT's liability, if any, for its willful misconduct is not limited by this tariff. Except as set forth in 8.1.3, with respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, SWBT's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a service interruption.
- (B) SWBT shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SWBT for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) (Reserved for Future Use)
- (D) SWBT is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by SWBT's negligence.
- (E) When a customer is provided service under this tariff, SWBT shall be indemnified, defended and held harmless by the customer or end user against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's communications:
 - (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the customer; or
 - (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.
- (F) SWBT does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. SWBT shall be indemnified, defended and held harmless by the customer from any and all claims by a person relating to the customer's use of the services so provided.
- (G) No license under patents (other than the limited license to use) is granted by SWBT or shall be implied or arise by estoppel, with respect to any service offered under this tariff. SWBT will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (H) SWBT's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against SWBT, acts of God and other circumstances beyond SWBT's reasonable control, subject to credit allowance for service interruptions as specified in 2.5.5 (Credit Allowance for Service Interruptions).

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GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.3 Liability (Cont'd)

- (I) SWBT 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.

GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.4 Provision of Services

- (A) SWBT will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for SWBT's Telephone Exchange Service.

In the event that the customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with SWBT's filed tariffs and technical references contained therein, alternative designs may be provided by SWBT. Additionally, SWBT will work with the customer to reach an agreeable solution.

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

- (B) The services provided under this tariff are provided over such routes and facilities as SWBT may elect. Requests for special facilities or routing of access service will be provided in accordance with Section 11 (Special Facilities Routing of Access Services) or Section 14 (Special Construction), as appropriate.
- (C) The services in this tariff will be provided as follows:
- (1) The service will include any entrance cable or drop wiring and wiring or cable as set forth in Part 68 of the F.C.C.'s Rules and Regulations.
 - (2) The service will be installed by SWBT to a point of demarcation.
- (D) Standard Jacks, discussed in 13.3.5 (Standard Jacks-Registration Program), are used where appropriate to terminate services. Jacks other than those used to terminate services may be provided by SWBT as specified in the General Exchange Tariff.
- (E) Except as provided for equipment and systems subject to F.C.C. Part 68 Regulation at 47 C.F.R. Section 68.110(b), SWBT may, where such action is reasonably required in the operation of its business:
- (1) Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to:
 - substitution of different metallic facilities,
 - substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and
 - substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities.
 - (2) Change minimum network protection criteria;
 - (3) Change operating or maintenance characteristics of facilities; or
 - (4) Change operations or procedures of SWBT.

GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.4 Provision of Services (Cont'd)

- (F) In case of any such substitution, change or rearrangement as described in (F) preceding, the facility parameters will be within the range as set forth in Section 6 (Switched Access Service) and Section 7 (Special Access Service). SWBT shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, SWBT will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. SWBT will work cooperatively with the customer to determine reasonable notification requirements.
- (G) SWBT will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routing preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, but affect many customer services. No specific advance notification period is applicable to all service activities. SWBT will work cooperatively with the customer to determine the notification requirements. In case any change is made in the type of service rendered which would adversely affect the efficiency of operation or the adjustment of the equipment of customers, all customers who may be affected shall be notified at least 60 days in advance of the change or if such notice is not possible, as early as feasible.
- (H) SWBT will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.5 Operation and Maintenance

(A) Maintenance of Service

The services provided under this tariff shall be maintained by SWBT. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by SWBT, other than by connection or disconnection to any interface means used, except with the written consent of SWBT.

Customer owned inside wire maintenance is the customer's responsibility, but may be maintained by the Telephone Company at the customer's request, on a deregulated basis. When trouble on an Access Service is caused by facilities, equipment or wiring owned by the customer, a charge will apply on a deregulated basis.

(B) Availability of Testing

The services provided under this tariff shall be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

(C) Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than SWBT and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

SWBT will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required (except as provided for equipment or systems subject to F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108) if such characteristics or methods of operation are not in accordance with (A) preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude SWBT's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of services as set forth in 2.5.5 (Credit Allowance for Service Interruptions) is not applicable.

GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.6 Refusal and Discontinuance of Services

- (A) SWBT may refuse additional applications for service or discontinue the provision of services as set forth in (1) and (2) following, unless the provisions of 2.1.5(C) (Interference or Impairment) or 2.3.2 (Connections) apply, when the customer fails to comply with:
- 2.1.5(A) (Maintenance of Service),
 - 2.1.5(B) (Availability of Testing),
 - 2.2.2 (Unlawful and Abusive Use),
 - 2.3.4 (Balance),
 - 2.3.7 (Damages),
 - 2.4 (Jurisdictional Reports), or
 - 2.5 (Billing Regulations) - including any payments to be made by the customer on the dates and times herein specified.

On thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, SWBT may:

- (1) Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. If SWBT does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude SWBT's rights to refuse additional applications for service to the noncomplying customer without further notice; or
 - (2) Discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If SWBT does not discontinue the provision of the services involved on the date specified in the thirty (30) day's notice and the customer's noncompliance continues, nothing contained herein shall preclude SWBT's right to discontinue the provision of the services to the noncomplying customer without further notice.
- (B) When access service is provided by more than one local exchange company (LEC), the LECs involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the LEC (LECs) affected by the nonpayment is (are) incapable of denying such service, in compliance with its tariffs, without the cooperation of SWBT, SWBT will assist that LEC in denying joint access service to the customer as long as that LEC indemnifies, defends and holds harmless SWBT from and against any and all claims, demands, actions and causes of action whatsoever, both present and future, known or unknown, for any type of injuries or damages resulting from, or in any way related to, or arising out of, SWBT's assistance in the denial of service. Indemnification shall include, but is not limited to, costs and attorney fees as may be allowed by law. Service denial for joint access service will only include calls which originate or terminate within, or transit, the operating territory of the LEC(s) initiating the service denial.

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2.1 Undertaking of SWBT (Cont'd)

2.1.6 Refusal and Discontinuance of Services

- (C) (Reserved for Future Use)
- (D) In the event of a dispute between a customer and SWBT regarding any bill for access service, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed sixty (60) days. The customer is obligated to pay any portion of the bill not under dispute, however, under the provisions of this tariff.

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2.1 Undertaking of SWBT (Cont'd)

2.1.7 Provision and Ownership of Telephone Numbers

SWBT reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services or SWBT serving central office prefixes associated with such numbers, when necessary, in the conduct of SWBT's business. Should it become necessary to make a change in such numbers, SWBT will furnish to the customer, by Certified U.S. Mail on six (6) month's notice, the effective date and an explanation of the reasons for such changes.

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GENERAL REGULATIONS

2.1 Undertaking of SWBT (Cont'd)

2.1.8 Technical References

SWBT will publish Technical References which the customer can obtain as an aid in selecting the appropriate service interface and feature arrangements.

Upon request, SWBT will furnish demarcation point information required by Part 68 of the F.C.C.'s Rules and Regulations.

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2.1 Undertaking of SWBT (Cont'd)

2.1.9 Metropolitan Statistical Area Access Services

For the Metropolitan Statistical Areas (MSAs) in which the Company has received Phase II pricing flexibility, pursuant to Subpart H of Part 69 of the Commission's Rules, Section 39 of this Tariff governs the offering of service in these MSAs. Upon approval of Phase II pricing flexibility for a petitioned MSA, services purchased pursuant to Section 6 will then become subject to the rates in Section 39, Metropolitan Statistical Area Access Services.

GENERAL REGULATIONS

2.2 Use

2.2.1 Assignment and Transfer of Facilities

- (A) The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
- (1) Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination of liability applicable to such services, if any; or
 - (2) A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- (B) In all cases of assignment or transfer, the written acknowledgement of SWBT is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to SWBT the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this tariff, shall apply to such assignee or transferee.
- (C) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

GENERAL REGULATIONS

2.2 Use

2.2.2 Unlawful and Abusive Use

- (A) The services provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) The use of the service of SWBT for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or
 - (2) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.
- (B) SWBT shall, upon written request from a law enforcement agency, acting within its apparent jurisdiction, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by SWBT as provided for in its General Exchange Tariff.
- (C) In such instances when termination occurs, as in (B) preceding, SWBT shall be indemnified, defended and held harmless by the customer or any other LEC or party against any claim, loss or damage arising from SWBT's actions in terminating such service, unless caused by SWBT's negligence.

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Dallas, Texas
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2.3 Obligations of the Customer

2.3.1 Design of Customer Services

Subject to the provisions set forth in 2.1.4(F) and (G), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of SWBT, minimum network protection criteria, operating or maintenance characteristics of the facilities.

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GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Connections

Equipment and/or systems (i.e., termination equipment, multiline terminating systems and communications systems) may be connected with Switched and Special Access Service furnished by SWBT, where such connection is made in accordance with the provisions specified in Reference Publication AS No. 1, Issue II and in 2.1 (Undertaking of SWBT).

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.

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GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.3 Equipment, Space and Power

The customer shall furnish, or arrange to have furnished, to SWBT, at no charge, an environment conducive to the operation of equipment, as well as the space and electrical power required by SWBT to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and SWBT. The customer shall also make necessary arrangements in order that SWBT will have access to such spaces at reasonable times for installing, testing, repairing or removing services of SWBT.

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GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.4 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop type signaling and dc telegraph transmission at speed of 75 baud or less.

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GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.5 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with SWBT, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

The customer shall provide SWBT notification of media stimulated mass calling events (e.g., 800, 900, opinion polls, POTS, etc. calls placed in response to television and radio advertising). Specific provisions relating to customer report requirements for media stimulated mass calling events are contained in 6.5.11 (Media Stimulated Mass Calling Events).

If the customer fails to provide such notification, protective controls will not be instituted unless an overload occurs. Protective controls will then be instituted, as needed, pursuant to Section 6.5.10 following, to protect the customer's and SWBT's network.

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GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.6 References to SWBT

The customer may advise end users that certain services are provided by SWBT in connection with the service the customer furnishes to end users. However, the customer shall not represent that SWBT jointly participates in the customer's services.

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GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.7 Damages

The customer shall reimburse SWBT for damages to SWBT facilities utilized to provide services under this tariff caused by negligence or willful act of the customer or resulting from the customer's improper use of SWBT facilities, or due to malfunction of any facilities or equipment provided by other than SWBT. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. SWBT will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by SWBT for the damages to the extent of such payment.

GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless SWBT from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless SWBT from and against any suits, claims and losses or damages, including punitive damages, attorneys fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the customer's circuits, facilities or equipment connected to SWBT's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.9 Customer Provided Reports

Customers may be required to provide the following reports in connection with the provision of access service. The specific report requirements are provided in other sections of this tariff as set forth following.

<u>Customer Provided Reports</u>	<u>Tariff Section No.</u>
Percentage of Interstate Use (PIU)	2.4.1
Special Access Certification Requirements	2.4.2
Percent Common Line Report	3.3.2(B) (3)
Resold MTS and MTS-Type Usage Report	3.3.4(F)
Media Stimulated Mass Calling Events	6.5.11
CCS/SS7 Forecast Report	22.3.5

2.3.10 VoIP-PSTN Traffic

This section applies to VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. The transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, Release No. 11-161 (Nov. 18, 2011) ("FCC Order") directed that this intrastate VoIP-PSTN traffic be billed employing interstate rates.⁽¹⁾

The intrastate switched access rates in this tariff are the same as the interstate rates for Switched Access rate elements. Thus, no modifications to the rates and/or billing are necessary as a result of the VoIP-PSTN provisions of the FCC Order.

⁽¹⁾ Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this Section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only, and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

GENERAL REGULATIONS

2.4 Jurisdictional Reports

2.4.1 General Requirements

(A) Jurisdictional Proration of Rates and Charges

Special Access Service:

When the customer orders special access service, the customer will provide the percentage of interstate traffic to be carried over the customer's special access service. If ten percent or less of traffic carried over the special access service will be interstate, such service is considered to be jurisdictionally 100% intrastate. If the jurisdictional nature of the customer's special access service changes, the customer must inform SWBT in writing of the change. The effective date of the change will be the date SWBT receives the customer's certification of change of jurisdiction. No charge applies for jurisdictional change.

Other Access Services:

When all other mixed interstate and intrastate Access Services are provided, all charges (i.e., monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on the Percent Interstate Usage (PIU) factor as set forth in this section.

Customer provided PIUs must be furnished to SWBT as follows:

Initial customer provided PIU factors for FGA, FGB, (except for FGB used to provide 900 Service), Directory Assistance Access Service and Special Access Services must be furnished on the Access Service Request used to establish the service.

All other customer provided PIU factors, including all PIU factors provided in a report update, must be furnished via a letter. PIU factors provided via a letter will be kept on file and customers can designate when such PIUs are to apply to new or existing services. Such designations may only be made for those customer provided PIU factors that can be furnished via a letter.

A projected PIU is not required for the International Blocking Miscellaneous Service. International Blocking is an interstate offering only. Charges will not be prorated between the intrastate and interstate jurisdictions.

(8) **Expanded Interconnection - Virtual Collocation**

Upon ordering virtual collocation for interconnection to Switched Access Services, the interconnector must provide an interstate percent of use factor as set forth in 2.4.1 (A) for the interconnection cross connect.

Upon ordering virtual collocation for interconnection to Special Access Services, the interconnector must provide an interstate percentage of use factor as set forth in 2.4.2 (Certification Requirements) for the interconnection cross connect.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(B) Jurisdictional Definitions

Interstate - A call is an interstate communication if the call originates from a telephone number within the boundaries of one state or country and terminates outside the boundaries of the state of origination.

Intrastate - A call is an intrastate communication if the call both originates from a telephone number and terminates to another telephone number within the boundaries of the same state.

(C) Jurisdictional Percentages

PIU is expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. The PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the customer. For non-usage sensitive and nonrecurring rates, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge. For usage sensitive rates, the quantity of usage sensitive units is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge.

Separate PIU factors are required for originating or terminating usage (except that for FGA or FGB the PIU will reflect the total for both originating and terminating usage).

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(C) Jurisdictional Percentages (Cont'd)

(1) Interstate PIU

The PIU will be established by SWBT or provided by the interexchange carrier (IC) customer as described following.

(a) SWBT Developed PIU

Where the jurisdiction can be determined from the call detail, SWBT will bill according to the jurisdiction by developing a projected interstate percentage. SWBT will be responsible for the accuracy of such projected interstate percentage. The projected interstate percentage will be developed on a monthly basis by end office, when the Switched Access Service access minutes are measured, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes. SWBT will use this formula to calculate the customer's monthly PIU factor for each SWBT end office:

$$\frac{\text{measured interstate minutes}}{\text{total measured minutes}}$$

For Tandem-Switched Transport, SWBT will apportion all usage sensitive rates between interstate and intrastate based upon the PIUs it uses to apportion the usage sensitive rates and charges for the tandem routed feature groups that use the facility (even if such PIUs were provided by the customer). For Tandem-Switched Transport monthly recurring rates (such as Direct-Trunked Transport when the direct rating option is selected and multiplexing) and for nonrecurring charges, the customer must provide a PIU as set forth in (b) following for Direct-Trunked Transport.

(b) Customer-Provided PIU

Where SWBT does not possess the capability to determine the jurisdiction of a switched access service, a PIU factor must be reported by the customer to SWBT.

With the exception of FGA and FGB, Entrance Facility and Direct-Trunked Transport customers shall report separate PIU factors to SWBT for originating or terminating switched access service provided by SWBT.

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GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(C) Jurisdictional Percentages (Cont'd)

(1) Interstate PIU (Cont'd)

(b) Customer-Provided PIU (Cont'd)

For FGA and FGB switched access service, the PIU will be utilized for both originating and terminating traffic. Customers may report PIU factors at any of these reporting levels: end office, billing account number (BAN), or local access and transport area (LATA). Customers may compute PIU factors at the state level provided the factors are specific to the telephone company and reported at the LATA level. If a customer uses a combination of reporting levels, each access service provided by SWBT should be included at least once, by not more than once, in the PIU factors provided to SWBT.

Revised PIU reports are also required when an access customer discontinues a portion of the Access Services or otherwise modifies the use of the Access Services within an end office or LATA in such a manner that substantially affects the jurisdiction of the traffic to which the PIU applies.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(C) Jurisdictional Percentages (Cont'd)

(1) Interstate PIU (Cont'd)

(b) Customer-Provided PIU (Cont'd)

For Feature Group A and Feature Group B switched access service where the nature of the service is such that the customer cannot determine a telephone company specific PIU, the customer may report a LATA level PIU for that service to all the telephone companies from which the service is provided within the LATA.

(1) Initial Requirements

Before a switched access service is initially established, or for existing customers within 30 days following a request from SWBT, the customer must provide the following written information to SWBT:

- (i) The customer must affirm that it possesses a network technology or other reasonable method to accurately determine the jurisdiction of each access service provided by SWBT.
- (ii) The customer must affirm that it will calculate and report PIU factors to SWBT based on the actual jurisdiction of each access service provided by SWBT to the access customer.

Customers ordering an Entrance Facility or a Direct-Trunked Transport facility must provide SWBT with an interstate percentage of use reflecting the originating and terminating traffic of all Switched Access services that will use the facility. Also, when a customer adds additional or new Switched Access Services to existing Entrance Facilities or Direct-Trunked Transport facilities, a revised PIU report is required.

The customer must provide a PIU factor for each Entrance Facility and a separate PIU factor for each Direct-Trunked Transport facility. At the customer's discretion, a LATA-level PIU factor can be provided for all Entrance Facilities within the LATA or a separate LATA-level PIU factor can be provided for all Direct-Trunked Transport facilities provided in a LATA. If a LATA-level PIU factor is provide by the customer, the specified percentage will be applied to all Entrance Facilities or to all Direct-Trunked Transport facilities within the LATA or to those facilities for which a specific Entrance Facility PIU or a specific Direct-Trunked Transport PIU is not provided.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(C) Jurisdictional Percentages (Cont'd)

(1) Interstate PIU (Cont'd)

(b) Customer-Provided PIU (Cont'd)

(2) Annual Requirements

Each customer is required to provide to SWBT by April 15 of each year a written report which describes the methodology used by the customer for determination of customer-reported PIU factors.

If SWBT does not receive the report by April 15 of each year, SWBT will notify the customer by certified mail and advise the customer that unless the report is received by SWBT within 30 days of receipt of the notice, a default PIU of 50% will be applied to the next billing cycle.

Customers are responsible for reporting accurate PIU factors to SWBT. SWBT is responsible for verifying the accuracy of PIU reports provided by customers. SWBT will annually monitor all PIU reports.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(C) Jurisdictional Percentages (Cont'd)

(1) Interstate PIU (Cont'd)

(b) Customer-Provided PIU (Cont'd)

(3) Quarterly Requirements

The customer shall update the jurisdictional report on the first of January, April, July and October of each year. The revised report will provide the interstate and intrastate percentage of use data for the past three months ending the last day of December, March, June and September. The update must be received by SWBT no later than 15 days after the first day of each quarter as it will serve as the basis for billing the customer for that quarter. After the customer exercises its self-reporting options, if the customer does not provide a quarterly update report, SWBT will assume the percentages to be the same as those provided in the last quarterly update received, and will continue to do so until the use of a default PIU becomes appropriate, as specified in 2.4.1(C) (1) (b) (2).

If the customer has never provided a quarterly report, SWBT will notify the customer by certified mail and advise the customer that a default PIU of 50% will be applied beginning the next billing cycle unless a PIU report is filed by the customer.¹

SWBT will review the jurisdictional reports quarterly for reasonableness and inform the customer by certified mail within 75 days of the beginning of the quarter if SWBT believes the report does not accurately reflect the current PIU of the service. Upon such notification, the customer shall have thirty days to review SWBT's concerns and make corrections, if applicable. Absent such notification by SWBT, the report is assumed to be accurate and exempt from any billing adjustments that may arise from subsequent audit.

In the event SWBT notifies the customer as specified in the previous paragraph, billing adjustments may apply pursuant to Section **2.4.1(H)**.

(4) Exceptions

All foreign exchange (FX) FGA services and dedicated off network access line (ONAL) FGA services ordered under this tariff are designated as 100% intrastate services and are exempt from PIU reporting requirements.

¹ This sentence shall be effective 181 days following the Commission's final order in Docket No. 10127.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(D) Audit of Jurisdictional Accuracy

(1) Jurisdictional Report Verification

When a customer provides a projected interstate usage percent as set forth in 2.4.1(C)(1)(b) preceding, SWBT may (on written request by certified U.S. mail), require the customer to provide call detail records which will be audited to substantiate the projected interstate usage factor provided to SWBT.

SWBT will request that the call detail records be made available to an independent auditor or SWBT within thirty (30) days of the request at an agreed upon location during normal business hours.

If the customer fails to comply with the request to produce records pursuant to 2.4.1(D)(2), SWBT may refuse additional applications for service and/or refuse to complete any pending orders for service for a period of 30 days as set forth in 2.1.6(A) preceding. If, at the conclusion of 30 days, the customer still does not comply with this request, SWBT may discontinue the provision of the service as specified in 2.1.6(B) preceding.

The audit verification process and responsible party(ies) for payment of audit expenses will be determined as set forth in (a) following:

- (a) The customer may select an independent auditor and pay all audit expenses.

PIU reporting, auditing, and billing practices are to be consistent with the provisions of SWBT's tariffs and the final order in Docket No. 10127, and the Public Utility Commission of Texas' Rules.

(2) Maintenance of Customer Records

The customer shall retain and maintain net call detail records for a minimum 12-month period that statistically substantiate the PIU provided to SWBT as set forth in 2.4.1(C)(1)(b) preceding. Such net call detail records (i.e., workpapers and/or backup documentation, including paper, magnetic tapes or any other form of records for billed customer traffic) shall consist of call information, including call terminating address (i.e., called number), the call duration, the trunk group or access lines over which the call is routed and the point at which the call enters and/or exits the customer's network, and calling number when available.

If SWBT determines that the customer's records, worksheets and backup documentation are insufficient or if the customer does not provide the call detail records in accordance with the provisions set forth in this tariff, SWBT shall request the call detail records on a prospective basis not to exceed a three-month time period.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(D) Audit of Jurisdictional Accuracy

(3) Audit Guidelines

Following are the audit guidelines for initiating audits of access customers' reported Percent Interstate Usage (PIU), including all interexchange carriers' (IXCs). These guidelines will be utilized by a SWBT approved list of independent accounting firms. It is recognized that while these guidelines will be uniformly applied, the methodology may differ between IXCs due to their unique characteristics, such as network configurations.

(a) General Procedures

1. IXCs must advise SWBT when a voluntary audit is to begin and the accounting firm chosen to conduct the audit. The IXC may select the audit period to be covered in the audit report.
2. An IXC wishing to add an auditor to the list of approved accounting firms may request SWBT to approve the auditor prior to the commencement of the voluntary audit.
3. At any time, the IXC may request SWBT approval of the sampling methodology/process used to maintain Call Detail Records (CDRs).
4. The IXC must bear the cost of a voluntary audit.
5. Appropriate reconciliation occurs between SWBT and the IXC.
6. Audit results will be documented as outlined in 2.4.1(D)(3)(c), the Audit Report/Format section of these guidelines. The report will be provided to the IXC and to SWBT.
7. Within 30 days of receipt of the final audit report, the IXC or SWBT may challenge the conclusions reached in an audit. If the audit is challenged, the auditor will provide the audit detail/data necessary to satisfy the concerns of the challenger(s).

(b) Audit Work Plan - Audit Firm Responsibilities

The audit will determine the reasonableness and statistical validity of the methodology/process used by the IXC to compute and report its PIU(s) pursuant to the Public Utility Commission of Texas Substantive Rules on percent interstate usage, the specific intrastate access tariffs relating to PIU and the Audit Guidelines.

1. The auditor and the IXC will establish a confidentiality agreement prior to beginning the audit process.
2. If needed, the auditor will request relevant information concerning the IXC from SWBT.
3. The auditor will determine the manner in which Call Detail Records (CDRs) have been maintained by the IXC. If a sampling methodology is used by the IXC in calculating PIU, the auditor will determine if the sampling was done in a manner that yields a confidence interval of 95% or greater and a variance no more than plus or minus 2.5%.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(D) Audit of Jurisdictional Accuracy (Cont'd)

(3) Audit Guidelines (Cont'd)

(b) Audit Work Plan - Audit Firm Responsibilities (Cont'd)

A Call Detail Record includes, at a minimum, the call terminating address (i.e., called number), the call duration, the trunk group or access lines over which the call is routed and the point at which the call enters and/or exits the customer's network and calling number when available.

Documentation on the statistical methods used must also be maintained and its application verifiable. If adequate records or a valid sample is not available, the auditor will require the IXC to obtain current and future CDRs to verify the IXCs PIU(s).

4. The auditor will examine the IXC's methodology/process for determining and reporting PIU, unless the IXC in a voluntary audit or SWBT in an initiated audit requests the auditor to calculate PIU as described in 2.4.1(D)(3)(b)(5) below. If the auditor determines the IXC's methodology/process is reasonable and statistically valid, the auditor must conclude the audit and state the findings in a report complying with these guidelines. The auditor will at a minimum:
 - a. Meet with the IXC for an overview of the methodology/process.
 - b. Confirm that traffic from all access services purchased from SWBT, for which PIU is reportable by the IXC, is used as input to the methodology/process. This will not prohibit use of sampling methodologies or exclusion of immaterial traffic volumes from the methodology/process as verified by the auditor.
 - c. Analyze the PIU methodology/process documentation and ensure the capability of producing statistically valid results. To be acceptable, the methodology/process utilized by the IXC should be based on the jurisdictional definitions found in SWBT's Texas Access Tariffs and may include the Entry/Exit Surrogate (EES) measurement method. Documentation includes those materials that describe the IXC's own jurisdictional procedures and the jurisdictional procedures utilized when the IXC is engaged for hire to handle traffic by other IXC(s). In this situation, the IXC must allow the auditor to review a sample of documentation to justify the PIU that is available to the IXC, to demonstrate how the underlying IXC determines PIU. Samples of such material may include service agreements, billing data, PIU reports, etc.
 - d. Verify the methodology/process was utilized to create the output.
 - e. Verify the output as the data utilized in reporting PIU(s) to SWBT.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(D) Audit of Jurisdictional Accuracy (Cont'd)

(3) Audit Guidelines (Cont'd)

(b) Audit Work Plan - Audit Firm Responsibilities (Cont'd)

5. If the auditor concludes the IXC's methodology/process is unreasonable or is incapable of producing statistically valid results, concludes the reported PIU(s) is suspect or illogical, or cannot reach any conclusion with respect to reasonableness or statistical validity, the auditor must then compute the IXC's PIU(s) as follows:

- a. Interview IXC management regarding their current PIU reports on file with SWBT.
- b. Work with the IXC's personnel to obtain CDRs representative of the time frame covered by the report being audited or the most recent past calendar quarter as appropriate.
- c. Conduct appropriate CDR data validity checks against IXC and SWBT billing data.
- d. Calculate PIU(s) from the selected data. PIU(s) will be determined for each feature group type and reporting level as originally reported by the IXC. With IXC and SWBT approval, an aggregated PIU may be determined provided it is SWBT-specific.

Classify and accumulate by jurisdiction the usage volumes associated with the CDRs obtained in (b.) above according to the following jurisdictional definitions:

Interstate - A call is an interstate communication if the call originates from a telephone number within the boundaries of one state or country and terminates outside the boundaries of the state of origination.

Intrastate - A call is an intrastate communication if the call both originates from a telephone number and terminates to another telephone number within the boundaries of the same state.

Should the calling telephone number not be available, the associated minutes of use should be jurisdictionally classified by the IXC, based upon the type of originating or terminating facility accessing the IXC's network. The IXC should be able to justify the classification decisions made.

Calculate PIU from the selected data as follows:

$$\frac{\text{measured interstate minutes}}{\text{total measured minutes}}$$

- e. Compare and contrast the calculated PIUs with those contained in the reports provided to SWBT.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(D) Audit of Jurisdictional Accuracy (Cont'd)

(3) Audit Guidelines (Cont'd)

(b) Audit Work Plan - Audit Firm Responsibilities (Cont'd)

6. To the extent the IXC agrees to pay any additional expenses, the IXC and the auditor may jointly develop a methodology/process to be used in a voluntary audit, subject to SWBT approval.

(c) Audit Report/Format

1. If a methodology/process review within item 4 of the Audit Work Plan was conducted by the auditor in a voluntary or SWBT initiated audit, and if the auditor concludes that the methodology/process is reasonable and statistically valid, the auditor will issue, at a minimum, a written Report of Internal Controls stating the findings.
2. If the methodology/process review within item 4 of the Audit Work Plan was not performed, or does not result in a conclusion that the IXC's methodology/process is reasonable and statistically valid, the auditor will issue a written Attestation Report stating the findings based on performing item 5 of the Audit Work Plan. The report will include the appropriate schedules of PIU analysis, listing by LATA No., (1) the IXC reported PIU(s), (2) the auditor's calculated PIU(s) and (3) the difference between the PIU(s) for each applicable feature group.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(E) Application of Audit Results

If the composite PIU determined by the auditor for all access services subject to audit varies more than 3 percentage points from the composite reported PIU for those access services, SWBT will make adjustments to billing based upon the audit results for a maximum of 12 months as specified in 2.4.1(H).

When an audit determines that a customer's reported PIU by access service deviates from the service's specific PIU, as determined by the audit, by more than three percentage points, and that deviation is not due to seasonal changes or other identifiable reasons, SWBT shall apply the service specific PIU as determined by the audit to each such service for two successive quarters following the completion of the audit. The PIU for those two quarters may only be changed with the approval of SWBT upon a showing by the customer, which SWBT finds adequate, that the customer's PIU for a service has changed since the completion of the audit.

If a customer has been audited no subsequent audits may be initiated within twelve months from the completion of the last audit. However, SWBT may still require explanation of any change in reported PIU by the customer during the twelve-month period and, if the explanation is not adequate, another audit may be initiated to determine if the change in reported PIU is reasonable.

(F) Contested Audits

When a PIU audit is conducted, the customer may contest the results of the audit by providing written notice by certified mail within thirty (30) calendar days of the receipt of the audit results by the customer.

When a PIU audit is conducted, SWBT may contest the results of the audit by providing written notice by certified mail to the customer within thirty (30) calendar days of the receipt of the audit results by SWBT.

Absent written notification as specified herein, audit results cannot be contested.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(F) Contested Audits (Cont'd)

Contested audits may be informally resolved or be resolved by a neutral arbitrator, if SWBT and the customer agree to such an arrangement. If the arbitrator rules in favor of SWBT, the customer must pay the expense of the arbitrator. If the arbitrator rules in favor of the customer, SWBT will pay the expense of the arbitrator. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU consistent with the provisions of 2.4.1(C) preceding.

Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.

SWBT shall not issue adjusted bills until any contest of the audit has been resolved in accordance with this subsection.

(G) Disputed Bills

A customer may dispute bill adjustments following receipt of the adjusted bill. Disputes arising from bill adjustments may, upon agreement by the involved parties, be informally resolved by a neutral arbitrator or mediator. By the sixty-first day following receipt of the adjusted bill, a customer must either place the disputed amount of the adjusted bill in escrow or pay the disputed amount to SWBT pending resolution of the dispute. The Commission or the arbitrator, to whom this dispute is directed may waive this requirement.

If, on the sixty-first day, the disputed amount is neither placed in escrow nor received by SWBT, SWBT will provide the customer, by certified mail, with a notice of disconnection and may disconnect service not sooner than thirty days after the customer received notice. Disconnection is limited to services for which the PIU is materially misreported by at least three percentage points.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(H) Bill Adjustments

Bill adjustments resulting from an audit of jurisdictional accuracy will be made in accordance with the following provisions.

- (1) For initial audits no backbilling adjustments will be made based upon the conclusions of a voluntary audit within twelve months of receipt of written notification of the audit guidelines. For initial audits, or voluntary audits conducted by non-approved auditors, billing adjustments will be made for up to twelve prior months.
- (2) For subsequent audits, no billing adjustment will apply for any report period prior to the first month of the quarter for which a customer receives notice that SWBT challenges the PIU reported by the customer. Billing adjustments shall commence from the first day of the first month of the quarter in which the customer receives notice of the challenge and shall extend through the audit completion date, but the period of adjustment shall not exceed twelve months under any circumstances.
- (3) Billing adjustments will be made only if the composite PIU determined by the auditor for all access services subject to audit varies more than three percentage points from the composite reported PIU for those access services. The adjusted bills are to be computed by first computing an "Audit Adjusted PIU". The "Audit Adjusted PIU" will be determined by SWBT as follows:
 - (a) If the reported PIU was found to be too high, the "Audit Adjustment PIU" is the PIU determined by the auditor plus three percentage points.
 - (b) If the reported PIU was found to be too low, the "Audit Adjusted PIU" is the PIU determined by the auditor less three percentage points.

SWBT is to calculate a net bill adjustment for usage using the "Audit Adjusted PIU" to compute a bill or credit to the customer. However, no billing adjustments will be made for any period to which the audit applies in which the customer's reported PIU falls within three percentage points of the Audit PIU. If the billing adjustment is less than \$500, SWBT may forego any billing adjustment.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.1 General Requirements (Cont'd)

(H) Bill Adjustments (Cont'd)

(3) (Cont'd)

To correct past bills from SWBT, a net adjustment factor will be calculated which represents the difference between SWBT's interstate rate and SWBT's intrastate rate for service. Adjusted units will be calculated which represent the difference between the total usage times the Reported PIU and the total usage times the Audit Adjusted PIU. The customer will be billed or credited a bill adjustment as follows:

Net adjustment factor x Adjusted units = Net bill
adjustment

SWBT may utilize a different methodology only if it produces an equivalent result as the preceding formula.

- (4) The customer will be billed for SWBT's allocated audit costs resulting from a audit only if the customer-reported composite PIU deviates from the composite Audit-PIU by more than five percentage points and results in an underbilling of access charges to the access customer.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.2 Certification Requirements

- (A) Special Access circuits (lines)* are classified as intrastate [percent interstate usage (PIU) = 0%] and provided in accordance with this tariff when the Special Access line(s) carry ten percent or less interstate traffic. When the percent of interstate usage is more than ten percent, the Special Access line(s), will be provided in accordance with the appropriate interstate tariff.
- (B) The customer shall certify whether or not interstate traffic is greater than ten percent of the total traffic carried on the Special Access line(s). This certification will be provided the SWBT by the customer as follows:
 - (1) Via the Access Service Request (ASR) form when ordering the line(s), or
 - (2) In the form of written correspondence with clear identification of each line involved and the customer designated jurisdiction associated with each line at the time that the line(s) are ordered other than by ASR form.
- (C) With respect to billing disputes regarding the jurisdiction of Special Access circuits (lines), the customer shall be required to provide to SWBT general information on system design and function that is used by the customer to determine the jurisdiction of Special Access circuits (lines).

*Each leg of a multipoint circuit is equal to one line.

GENERAL REGULATIONS

2.4 Jurisdictional Reports (Cont'd)

2.4.3 Certification Requirements

(A) **(Reserved for Future Use)**

(B) Expanded Interconnection

- (1) Expanded Interconnection, except for the cross connect, is classified as intrastate (percent interstate usage (PIU) = 0%) and provided in accordance with this tariff when the expanded interconnection arrangement carries ten percent or less interstate traffic. A separate calculation shall be made for each expanded interconnection arrangement.

The jurisdiction for each expanded interconnection cross connect and switched transport connection shall be determined by the regulations applicable to the Switched or Special Access Service, to which that expanded interconnection cross connect is connected and provided accordingly. Such regulations are set forth in 2.4.1 and 2.4.2.

- (2) When the interconnector orders a new expanded interconnection arrangement, the interconnector shall certify whether or not interstate traffic is greater than ten percent of the total traffic carried on the expanded interconnection arrangement. For an existing expanded interconnection arrangement, or at any time the interconnector issues an order that would, in any way affect the jurisdiction of traffic over its arrangement, it is the responsibility of the interconnector to determine whether or not the interstate traffic is greater than ten percent of the total traffic carried on the expanded interconnection arrangement. This certification will be provided to SWBT by the interconnector as follows:
- (a) Via the Expanded Interconnection Application Form when ordering the arrangement(s), or
- (b) In the form of written correspondence with clear identification of each expanded interconnection arrangement involved and the interconnector designated jurisdiction associated with the arrangement.
- (3) With respect to billing disputes regarding the jurisdiction of an expanded interconnection arrangement, the interconnector shall be required to provide to SWBT general information on system design and functionality used by the interconnector to determine the jurisdiction of the expanded interconnection arrangement. If the interconnector has usage information or usage studies which it uses to verify the interstate traffic, the interconnector shall supply the studies when requested by SWBT not to exceed once per year. The interconnector shall supply the data within 30 days of SWBT's request.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

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2.4 (Reserved for Future Use)

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2.4 (Reserved for Future use)

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GENERAL REGULATIONS

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GENERAL REGULATIONS

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GENERAL REGULATIONS

2.5 Billing Regulations

2.5.1 (Reserved for Future Use)

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.2 Deposits

SWBT may, in order to safeguard its interests, require only those customers who have a proven history of late payments to SWBT or do not have established credit (except for a customer which is a successor of a company which has established credit and has no history of late payments to SWBT) to make a deposit, prior to or at any time after the provision of a service to the customer. Such deposit will be held by SWBT as a guarantee of the payment of rates and charges. The deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with SWBT's regulations as to the prompt payment of bills nor does it constitute a waiver or modification of the regular practices of SWBT providing for the discontinuance of the facilities for nonpayment of any sums due SWBT for facilities provided.

Simple interest, set annually by the Public Utility Commission of Texas at a rate of not less than 6% per annum or greater than 12% per annum, will be paid on deposits. {1} Payment of the interest to the customer shall be paid annually, if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

SWBT shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void the guarantee, when the following conditions have been met:

- The customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of bills and without having more than two occasions in which a bill was delinquent, and
- The customer is not delinquent in the payment of the current bill.

At such time as the provision of service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

{1} The rates of interest to be paid on customer deposits in accordance with Tex. Rev. Civ. Stat. Ann. art. 1440a (Vernon 1989), and overbillings or underbillings in accordance with P.U.C. SUBST. R. 23.45(g), are established annually on December 1 for the subsequent calendar year by the Commission, as reflected in the Order Setting Interest Rates included in the User's Guide section of this tariff.

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.3 Payment of Rates and Charges

For services provided under this tariff, SWBT will bill in the following manner:

- Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,
- Recurring rates and charges for services to be provided during the next billing period will be billed in advance, and
- Charges associated with service usage and provided to the Federal Government will be billed in arrears.

All bills are due within thirty (30) days after or by the next bill date. If the payment date would cause payment to be due on a Saturday, Sunday, or Legal Holiday, payment for such bills will be due from the customer as follows:

- If the payment due date falls on a Sunday or on a Legal Holiday which is observed by SWBT on a Monday, the payment shall be due the next workday after the due date.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed by SWBT on a Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday preceding such Saturday or Legal Holiday.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number days or fraction thereof based on a 30 day month.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will be rounded to the nearest penny (i.e., rounded to two decimal places).

(A) Past Due Charges

Bills are considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds, except as set for in (D) following.

If the entire amount billed is received by SWBT after the payment date, except as set forth in (D) following, or if any portion of the payment is received by SWBT in funds which are not immediately available to the Telephone Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be a onetime charge of five (5) percent per year (.000137 per day), compounded daily, for each day an outstanding balance remains. The late payment charge is calculated as follows:

$L = A [(1 + .000137)^N - 1]$ where L = late payment charge;
A = amount past due; and N = the number of days past due.

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GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.3 Payment of Rates and Charges (Cont'd)

Until such time as SWBT receives authorization to do so, late payment charges will not apply to service purchase-d by the government of the State of Texas, including service to an agency in any branch of that government.

(B) Billing Disputes Resolved in Favor of SWBT

In the event that a billing dispute concerning any charges billed to the customer by SWBT is resolved in favor of SWBT, any payments withheld pending settlement of the dispute shall be subject to an additional charge determined in accordance with 2.5.3(A) (Past Due Charges) and applied to such disputed charges.

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.3 Payment of Rates and Charges (Cont'd)

(C) Billing Disputes Resolved in Favor of the Customer

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

(1) Interest Credit

Further, the customer will receive an interest credit where an overcharge is not adjusted by SWBT within three billing cycles of the bill in error.

(2) Interest Credit Period

Such interest will be paid from the bill date on which the error occurred through the date of the bill to which the overbilling/interest is applied.

(3) Calculation of Interest Credit

Interest shall be applied to the amount of overcharge as specified in Substantive Rule 23.45(g). The rate of interest is set annually by the Public Utility Commission of Texas for a twelve month period and is based on an average of prime commercial paper rates for the previous twelve month period. {1}

(D) Transport Restructure Payment Arrangement

With the restructure of Local Transport to Switched Transport charges for Entrance Facilities, Direct-Trunked Transport and Multiplexing will change from arrears advance billing. This change will occur on the customer's first bill following the restructure.

At the customer's request, SWBT will provide a one-time payment arrangement that will allow customers to defer the initial, monthly recurring flat-rated charges for Entrance Facility, Direct-Trunked Transport and Multiplexing and to pay those deferred charges in equal installments over a six month period without the imposition of late payment charges as set forth following:

- The customer must request the payment arrangement within thirty calendar days of the bill date for the first bill following the restructure date by contacting SWBT's Interexchange Customer Service Center.

{1} The rates of interest to be paid on customer deposits in accordance with Tex. Rev. Civ. Stat. Ann. art. 1440a (Vernon 1989), and overbillings or underbillings in accordance with P.U.C. Subst. R. 23.45(g), are established annually on December 1 for the subsequent calendar year by the Commission, as reflected in the Order Setting Interest Rates included in the User's Guide section of this tariff.

GENERAL REGULATIONS

2.5 Billing Regulations (cont'd)

2.5.4 Minimum Periods

- A.** The minimum period for which service is provided and for which rates and charges are applicable is set forth in each section of this tariff, where appropriate.
- B.** When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not as follows:
 - 1.** When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
 - 2.** When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, with the exception of High Capacity Individual Case Basis (ICB) Services and associated multiplexing set forth in Section 7 (Special Access Services) and Section 12 (Specialized Service or Arrangements) the applicable charge will be the lesser of:
 - a.** SWBT's total nonrecoverable costs, less the net salvage value, for the discontinued service, or
 - b.** The total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.
- C.** The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on a ICB basis, as set forth in Section 12, is one month unless a different minimum period is established with the individual case filing.

GENERAL REGULATIONS

2.5 Billing Regulations (cont'd)

2.5.5 Credit Allowance for Service Interruptions

A. General

Service is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or the protective controls, specified in 6.7.11 (Network Management), result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to SWBT and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

- The applicable monthly rate, or
- The assumed minutes of use charge.

For calculating credit allowances, every month is considered to have 30 days. When a service includes more than one communications path, the interruption allowance applies to the path interrupted. A refund may be accomplished by a credit on a subsequent bill for service.

B. When a Credit Allowance Applies

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 eight normal working 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.

1. Reserved For Future use

2. Reserved For Future Use

- 3.** A credit allowance for service interruptions will be applied to Switched Access Service and Directory Assistance Service depending upon whether or not the interruption is associated with a service that is usage rated or monthly recurring rated as set forth in (a) and (b) following:

a. Credit Allowance for Usage Rated Services

If the service experiencing an interruption is billed assumed minutes of use, credit shall be allowed for an interruption of greater than 24 hours. Such credit will be at the rate of 1/30th of the assumed minutes of use charge for each period of 24 hours or fraction thereof that the interruption continues.

If the service experiencing an interruption is billed on a measured, usage sensitive basis, a credit allowance does not apply.

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.5 Credit Allowance for Service Interruptions (Cont'd)

(B) (3) When a Credit Allowance Applies (Cont'd)

(b) Credit Allowance for Monthly Recurring Rated Services

- (1) Monthly recurring rated features that are associated with a usage rated service will be allowed a credit for an interruption of greater than 24 hours. Such credit will be at the rate of 1/30th of the applicable monthly rate for each period of 24 hours or fraction thereof that the interruption continues.
- (2) For the following Switched Access and DA Access Services with monthly recurring rates as defined in 6.9.3 and 9.4.3:
 - Switched Transport
 - Directory Transport

the charges for which a credit will apply due to service interruptions will be the total of all monthly rate elements associated with the transport facility (i.e., per channel, or per DS1 or DS3, fixed per month and per mile per month, including any monthly rated features associated with the transport facility.

Credit allowances for monthly rates will be given for interruptions which are greater than 30 minutes. Credit will be at the rate of 1/1440 of all associated monthly rates for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption. For Transport facilities using the multiplexing feature, credit will be allowed as set forth in (a) through (c) following:

- (a) When Switched Transport is provided in a multiplexing arrangement and the multiplexer becomes inoperative, the monthly charge being credited will be the total of all monthly charges associated with the facilities being interconnected by the multiplexer. Such credit will include all monthly rated features associated with the interconnected facilities.

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) (b) Credit Allowance for Monthly Recurring Rated Services
(Cont'd)

(b) When a Switched Transport facility being provided in a multiplexing arrangement becomes inoperative, the monthly charge being credited will be the total of all monthly charges associated with the inoperative transport facility as well as that portion of all interconnected transport facilities which also becomes inoperative. Such credit will include all monthly rated features associated with the inoperative facility or that portion of the interconnected facilities which also becomes inoperative.

(c) When the service riding the channel of the multiplexed facility is inoperative, the monthly charge to be credited for the multiplexed facility shall be the total of all monthly rate element charges associated with the inoperative portion of the facility. The credit will include all monthly rated features associated with the inoperative transport facility.

(3) When a service outage occurs on a Direct-Trunked Transport facility and traffic is alternately routed to a Tandem-Switched Transport facility to avoid the service outage, SWBT may allow additional out-of-service credits as follows:

For Switched Access Service and DA Access Service, SWBT will first determine the length of time for which the customer is entitled to an adjustment on the Direct-Trunked Transport facility as set forth in (2) preceding. Because actual alternate tandem traffic cannot be captured during the service outage period, surrogate tandem usage factors have been developed based on an assumed 9,000 minutes of use per channel per month and a DA holding time of .633962 minutes.

Based on a 30 day month and 24 hour day, each half hour increment of service outage will result in an assumed alternate tandem usage level of 6.25 minutes of use per channel for Switched Access and 9.86 calls per channel for DA Access Service (i.e., 150 minutes or 237 calls per DS1 and 4,200 or 6,626 calls per DS3). This surrogate alternate traffic usage will be rated based on the airline distance between the customer's serving wire center and the end office where the Direct-Trunked Transport facility that experienced the service outage terminated. The appropriate Tandem Switched Transport subelements (i.e., Tandem Switched Transmission and Tandem Switching or Tandem-Switched Directory Transmission and Directory Tandem Switching) will be used to determine the total Alternate Traffic Credit.

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(3) (b) Credit Allowance for Monthly Recurring Rated Services
(Cont'd)

If the Direct-Trunked Transport facility that experienced the service outage provided transport only for Switched Access Service, an Alternate Traffic Credit will only be calculated for Switched Access. If the facility provided transport only for DA Access Service, an Alternate Traffic Credit will only be calculated for DA Access Service. If the facility provided transport for both Switched Access Service and DA Access Service, the total Alternate Traffic Credit will be the sum for the credits calculated for both Switched Access and DA Access Service.

If the amount of the Alternative Traffic Credit is greater than the amount of credit that would have been allowed as set forth in (2) preceding, SWBT will credit the customer the Alternate Traffic Credit instead of the lesser credit for the inoperative facility. If the Alternate Traffic Credit is less than or equal to the amount that would otherwise be credited to the customer (as set forth in (2) preceding), the Alternate Traffic Credit will not be allowed.

(4) (Reserved for Future Use)

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(5) Expanded Interconnection

(a) Virtual Collocation

An interruption period begins when an inoperative condition of a virtual collocation arrangement is reported to SWBT's designated contact point and ends when the virtual collocation arrangement is operative. No allowance for an interruption period will be provided for virtual collocation where the interruption is due to the actions or negligence of the interconnector or to an inoperative condition on SWBT provided Switched Access or Special Access Service.

When a credit allowance does apply, such credit will be determined based on the rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly rate for the item(s) involved.

For calculating credit allowances, every month is considered to have 30 days. No credit shall be allowed for an interrupted period of less than 30 minutes. The interconnector shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly rate.

When a third party vendor maintains and repairs an interconnector's designated basic termination equipment, credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.5 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which SWBT is not afforded access to the premises where the service is terminated.
- (4) When SWBT and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B) preceding does apply.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Section 14. The period for which no credit allowance is made begins on the seventh day after the customer receives SWBT's written notification of the need for such replacement and ends on the day after receipt of the written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Interruption of service caused by the customer's failure to provide notification to SWBT of media stimulated mass calling events as specified in 6.5.11 (Media Stimulated Mass Calling Events).
- (8) A credit allowance for interruptions of 1.544 Mbps Access Service is not applicable unless the conditions described in 7.2.1(E) (Availability and Allowance for Interruptions on 1.544 Mbps Access Service) are satisfied.

(D) Use of An Alternative Service Provided by SWBT

Should the customer elect to use an alternative service provided by SWBT during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit for service interruptions as set forth in (A) preceding.

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GENERAL REGULATIONS

2.5 Billing Regulations (Cont'd)

2.5.6 Cost Assessment Charge (CAC)

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

<u>Description</u>	<u>Monthly Rate</u>
Cost Assessment Charge (CAC)	
Transport services	7.00%
- AT&T Switched Ethernet Service	
- AT&T Dedicated Ethernet Service	

GENERAL REGULATIONS

2.6 Jointly Provided Access Services

Switched Access, Special Access and Directory Assistance Transport may be provided jointly by two or more local exchange companies (LECs) where one end of the service is in one LEC's operating territory and the other end is in another LEC's operating territory. The joint provision of access service by two or more LECs will be in compliance with Multiple Exchange Carrier Access Billing (MECAB) {1} and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines approved by the Federal Communications Commission (FCC). These guidelines include common data elements which are required for the provision of verifiable and auditable bills for jointly provided access.

SWBT will provide written notice to all affected customers thirty days prior to the implementation of (1) meet point billing of a service and (2) changes to existing meet point billing arrangements. Additionally, SWBT will notify customers of the meet point billing arrangement applicable to a service at the time an order is placed with SWBT.

The type of billing arrangement utilized for jointly provided access service is dependent upon the type of access service provided. Feature Group A (FGA) Switched Access Service is provided under Single Company Billing as set forth in 2.6.1 following. Meet Point Billing (MPB) is for the joint provisioning of Feature Groups B, D (FGB, FGD) Switched Access, (including Direct-Trunked Transport and Tandem-Switched Transport), Special Access, and Directory Assistance Services through multiple LEC ordering and billing arrangements. Under a meet point billing arrangement, each involved LEC is allowed to receive compensation only for its portion of the access service rendered and only at the rates approved in its access tariff. Meet Point Billing is provided as either a Single Bill-Single Tariff MPB Arrangement or a Multiple Bill MPB Arrangement as specified in 2.6.2 and 2.6.3 respectively.

SWBT is responsible for ensuring that it has accurately transmitted and/or received customer usage information which is transferred between LECs for purposes of preparing and rendering bills to the customer. If difficulties in transferring usage between LECs arise, SWBT will cooperate with the other LEC and/or LECs in resolving such difficulties in a timely manner.

Should a billing dispute arise, the terms and conditions in the Access Service tariff of the LEC providing the portion of the jointly provided access service which is in dispute will apply. SWBT will comply with MECAB bill dispute guidelines.

{1} For the purposes of this tariff, any references to interstate in the MECAB document shall be interpreted to apply to intrastate usage as well.

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GENERAL REGULATIONS

2.6 Jointly Provided Access Services (Cont'd)

2.6.1 Single Company Billing of FGA

(A) General

A single bill will be issued for FGA service.

(B) Ordering Provisions

The LEC where the first point of switching is located shall accept the order for FGA service. The other LECs involved shall also receive a copy of the order from the customer.

The LECs involved in providing the access service will develop a mutually agreeable working arrangement to allow one of the LECs to perform Access Service Coordination (ASC) for all services requested.

(C) Rating and Billing

The LEC that accepts the order for service will arrange to provide the service and will bill and collect all appropriate charges in accordance with the regulations, rate and charges in its Access Service Tariff.

GENERAL REGULATIONS

2.6 Jointly Provided Access Services (Cont'd)

2.6.2 Single Bill-Single Tariff Meet Point Billing Arrangement

The Single Bill-Single Tariff Meet Point Billing (MPB) Arrangement allows the customer to receive one bill from the billing company for the entire jointly provided service. The billing company will be billed by SWBT for that portion of the access service provided by SWBT.

(A) General

SWBT will participate in the Single Bill-Single Tariff MPB Arrangement with GTE Southwest, Inc. only when SWBT is a non-billing LEC. In addition, for Switched Access FGB, FGD, Switched Transport, Directory Assistance Services and Directory Transport, one of the other exchange telephone companies must own or operate the end office. For Tandem-Switched Transport, when the customer has selected the direct rating option, one of the other telephone companies must own or operate the access tandem.

(B) Ordering

Each LEC involved in providing the service will be furnished an order for the access service by the customer.

The LECs involved in providing the access service will develop a mutually agreeable working arrangement to allow one of the LECs to perform Access Service Coordination (ASC) for all services requested.

(C) Rating and Billing of Service

When SWBT participates in the Single Bill-Single Tariff arrangement, the billing LEC's Single Bill-Single Tariff rate structure and rates will be based on the effective local transport rates of the billing LEC, SWBT, and where appropriate, other LECs. The transport rate applicable under the Single Bill-Single Tariff Arrangement is located in the Facilities for State Access Tariff of GTE Southwest, Inc.

GENERAL REGULATIONS

2.6 Jointly Provided Access Services (Cont'd)

2.6.3 Multiple Bill Meet Point Billing Arrangement

The Multiple Bill Meet Point Billing (MPB) Arrangement allows each LEC providing service to bill the customer for its portion of a jointly provided access service according to its Access Service Tariff.

(A) General

The Multiple Bill-Multiple Tariff arrangement provides for the customer to be billed by each LEC provisioning a portion of the access services.

(B) Ordering

Each LEC involved in providing the service will be furnished an order for the access service by the customer. The LECs involved in providing the access service will develop a mutually agreeable working arrangement to allow one of the LECs to perform the ASC for all services requested.

(C) Rating and Billing of Service

Each LEC will provide its portion of the access service based on the regulations, rates and charges contained in its Access Service Tariff, subject to the following rules:

(1) Distance Sensitive Rate Elements

The charges billed by SWBT for mileage sensitive rate elements (e.g., Switched Access Service Local Transport, Special Access Service Channel Mileage or Directory Assistance Transport) will be determined as follows:

- (a) Calculate total local transport or channel mileage for the service by using the V&H Coordinate Method set forth in National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 (NECA Tariff F.C.C. No. 4).
- (b) Determine the appropriate local transport or channel mileage rate for the mileage calculated in (a).
- (c) Determine SWBT's billing percentage contained in NECA No. 4. The billing percentages represent the portion of the service provided by each LEC.
- (d) Multiply the appropriate quantities, rates and billing percentage(s) to obtain SWBT's charges.

(2) Nondistance Sensitive Rate Elements

The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved. The billing percentages do not apply to these elements with the exception of the Switched Transport and Directory Transport Nonrecurring Charges, which applies as set forth in (3) following.

- (a) When rates and charges are listed on a per point of termination basis, SWBT's rates will be billed for the terminations within SWBT's operating territory.

GENERAL REGULATIONS

2.6 Jointly Provided Access Services (Cont'd)

2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)

(C) Rating and Billing of Service (Cont'd)

(2) Nondistance Sensitive Rate Elements (Cont'd)

- (b) When rates and charges are listed on a per unit basis (e.g., central office bridging or multiplexing), SWBT's rates and charges will apply for units located in SWBT's operating territory.
- (c) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by SWBT.
- (d) When rates and charges are listed on a per service basis, the appropriate rates and charges will be billed.
- (e) Fifty percent (50%) of the fixed portion of Special Access Channel Mileage and Direct-Trunked Transport will be billed when the service terminates in SWBT's operating territory.
- (f) Fifty percent (50%) of the per minute of use portion of the Tandem-Switched Transmission or the Tandem-Switched Directory Transmission will be billed when the service terminates in SWBT's operating territory.

(3) Switched Access Switched Transport Nonrecurring Charges and Directory Access Directory Transport Nonrecurring Charges

- (a) The nonrecurring charges for FGB and FGD Switched Access Service, as set forth in 6.9 (Rates and Charges), and for Directory Assistance Service, as set forth in 9.5 (Rates and Charges), are used to compute the billed nonrecurring charges for SWBT.
- (b) The multiple bill adjustment factors are determined as follows:
 - 1. When SWBT's facilities are the first point of switching from the customer's premises, the factor that applies is 100%.
 - 2. When SWBT's facilities are not the first point of switching from the customer's premises, but SWBT does provide a portion of the dedicated trunks, the following factors apply:
 - First Trunk = 64%
 - Additional Trunk Per Access Order = 41%.
 - 3. When SWBT is not required to activate trunks to the first point of switching, the feature group Nonrecurring Charge does not apply.
- (c) SWBT's charges, as set forth in (a) preceding, are then multiplied by the appropriate quantities and multiple bill adjustment factors, as set forth in (b) preceding, to obtain the appropriate nonrecurring charges for SWBT.

GENERAL REGULATIONS

2.6 Jointly Provided Access Services (Cont'd)

2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)

(C) Rating and Billing of Service (Cont'd)

(4) Applicable Charges When SWBT is an Intermediate LEC

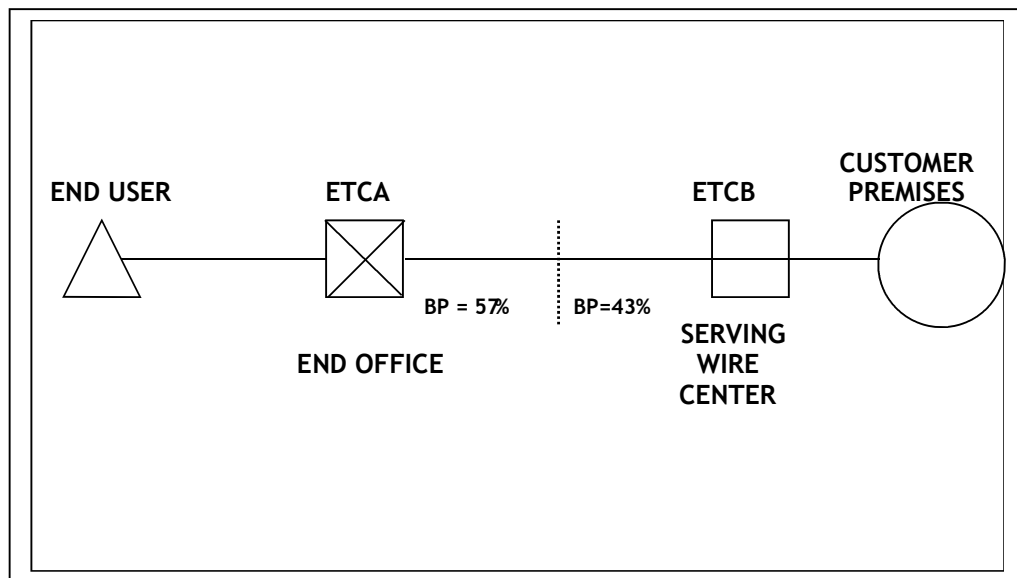
When Access Service is jointly provided by more than two LECs and SWBT does not provide any terminations in provisioning its portion of the Access Service, the following charges apply:

- (a) For Switched Access Service, usage sensitive Local Transport charges apply for SWBT's portion of the overall service. While there are no termination charges associated with Switched Access, nonrecurring charges may be applicable as detailed in 2.6.3 (C) (3) (b).
- (b) For Special Access Service, only the per mile rate of the Channel Mileage charge is applicable for SWBT's portion of the overall service.

(5) Example of Jointly Provided Direct-Trunked Transport

FGD Switched Access is ordered to End Office A. End Office A is in the operating territory of Exchange Telephone Company A. Premises of the ordering customer is in the operating territory of Exchange Telephone Company B.

EXCHANGE TELEPHONE COMPANY A EXCHANGE TELEPHONE COMPANY B
 (ETCA) (ETCB)
 OPERATING TERRITORY OPERATING TERRITORY



GENERAL REGULATIONS

2.6 Jointly Provided Access Services (Cont'd)

2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)

(C) Rating and Billing of Service (Cont'd)

(5) Example (Cont'd)

(a) Airline Mileages (Using NECA No. 4)

- LEC A premises to LEC B premises = 22.1, rounded = 23

(b) Local Transport charges for 9000 access minutes

- Assume LEC A rate for Local Transport mileband of over 1 to 25 miles is \$0.0120 per access minute
- Assume LEC A Billing Percentage (BP) is 57
- Assume LEC B rate for Local Transport mileband of over 1 to 25 miles is \$0.0125 per access minute
- Assume LEC B Billing Percentage (BP) is 43

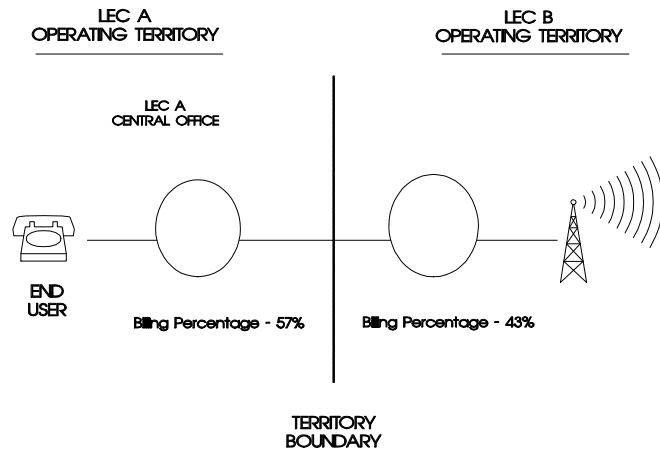
(c) Formula:

$$\frac{\text{LEC A Local BP}}{\text{Transport Charge}} = \frac{\text{Access Minutes} \times \text{LEC A Rate} \times \text{LEC A BP}}{100}$$

- Calculation of Transport Charges

$$\text{LEC A Local Transport Charge} = 9000 \times \$0.0120 \times \frac{57}{100} = \$61.56$$

$$\text{LEC B Local Transport Charge} = 9000 \times \$0.0125 \times \frac{43}{100} = \$48.38$$



GENERAL REGULATIONS

2.6 Jointly Provided Access Services (Cont'd)

2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)

(C) Rating and Billing of Service (Cont'd)

**(6) Example of Jointly Provided Tandem-Switched Transport
(Cont'd)**

(c) Formula:

ETCA Tandem-Switched Transmission

(Minutes of use times ETCA's Tandem-Switched Transmission per minute of use rate times .50) plus (Minutes of use times number of miles times ETCA's Tandem-Switched Transmission per minute of use per mile rate times ETCA's Billing Percentage) equals ETCA's Tandem-Switched Transmission charge

ETCB Tandem-Switched Transmission

(Minutes of use times ETCB's Tandem-Switched Transmission per minute of use rate times .50) plus (Minutes of use times number of miles times ETCB's Tandem-Switched Transmission per minute of use per mile rate times ETCB's Billing Percentage) equals ETCB's Tandem-Switched Transmission charge

ETCB Tandem Switching

Minutes of Use times ETCB's minute of use rate equal ETCB's Tandem Switching charge

Calculation of Tandem-Switched Transport Charges:

ETCA Total Tandem-Switched Transport Charge

$(9000 \times \$0.000300 \times .50) + (9000 \times 30 \times \$0.000090 \times .57) = \$13.85$

ETCB Switched Transport Charge:

$(9000 \times \$0.000303 \times .50) + (9000 \times 30 \times \$0.000037 \times .43) = \$5.66$

ETCB Tandem Switching Charge:

$(9000 \times \$0.000804) = \7.24

ETCB Total Tandem-Switched Transport Charge:

$\$5.66 + \$7.24 = \$12.90$

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GENERAL REGULATIONS

2.7 Definitions

Certain terms used herein are defined as follows:

Access Code

Denotes a uniform seven digit code assigned by SWBT to an individual customer. The seven digit code has the form 101XXXX or 950-XXXX.

Access Customer Name Abbreviation (ACNA)

Denotes a three alpha character code that identifies the customer to which the Access Service bill is rendered.

Access Minutes

Denotes that usage of exchange facilities in intrastate, interstate or foreign service for the purpose of calculating chargeable usage. Access minutes are as described in Section 6 (Switched Access Service).

Access Tandem

Denotes a SWBT switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Access Tandem Network

Denotes the network of trunk groups for originating and/or terminating Switched Access traffic between a single access tandem and the SWBT end offices subtending that tandem.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Access Transport Parameter

Denotes the capability to transport information received from an originating end user transparently through the SS7 network to the terminating switch.

Actual Cost

Denotes all costs charged against a specific case of special construction, including any appropriate taxes.

Advanced Carrier Identification Service (ACIS) Code

Denotes any code assigned by the North American Numbering Plan Administration (NANPA) that is used in conjunction with ACIS.

Alarm Collection Device

Denotes the common equipment element required to collect and transmit the various alarms from the interconnector's designated equipment to SWBT's surveillance system.

Alternate Billing Services (ABS)

Denotes the term for services that provides end users the ability to bill calls to an account not necessarily associated with the originating line.

Alternate Use

Denotes when a service is arranged by SWBT so that the customer can select different types of transmission at different times.

Annual Underutilization Liability

Denotes a per unit amount which may be billed annually if fewer services are in use utilizing specially constructed facilities at filed tariff rates than were originally specially constructed.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

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GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Answer/Disconnect Supervision

Denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Answer Message

Denotes an SS7 message sent in the backward direction to indicate that the call has been answered

Area of Service (AOS)

Denotes the geographical area from which an 800 subscriber can receive calls dialed to the subscriber's 800 number.

Assumed Average Access Minutes

Denotes the usage that will be billed each month to customers for Feature Group A foreign dial tone and private switched network access arrangements served from SWBT serving end offices where actual recorded minutes of use are not available.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Asynchronous

Denotes the transmission of data that is not related to a specific frequency or to the timing of the transmission facility. The data transmission is characterized by individual characters, encapsulated with start and stop bits, from which a receiver derives the necessary timing for sampling bits and start/stop transmission.

Attenuation Distortion

Denotes the difference in loss at specified frequencies relative to the loss of 1004 Hz, unless otherwise specified.

Average Account Life

Denotes the depreciation life prescribed by the Federal Communications Commission for each class of telephone plant.

Balance (100 Type) Test Line

Denotes an arrangement in an end office which provides for balance and noise testing.

Basic Transmission Equipment

Denotes, for virtual collocation, central office circuit equipment that provides functionality requested by the interconnector and also provides technical compatibility with an interconnector's equipment or support systems located on the interconnector's side of the demarcation point. Basic transmission equipment does not include enhanced services equipment, customer premises equipment or switches.

Billed Number Screening (BNS)

Denotes a process which utilizes a database to determine specific characteristics and/or customer preferences on a billed line number. Examples would include, whether or not the line is a public telephone and whether the billed customer associated with the line will accept a collect call.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Billing Account Number (BAN)

Denotes a code that identifies the customer's billing account to which Access Services are billed.

Billing Clearing House

Denotes a billing and collection service bureau for Interexchange Carriers (IC) and other telecommunication companies which become members and wish to arrange for the billing and collection of long distance services provided to end users.

Bit

Denotes the smallest unit of information in the binary system of notation.

Building

Denotes a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway which is interpreted to mean the "same building". In no case can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the "same building."

Business Day

Denotes the times of day that SWBT is open for business. Generally these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for SWBT may be based on company policy, union contract and location. To determine such hours for an individual SWBT location, SWBT should be contacted at the address shown on the Title Page of this tariff.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Busy Hour Minutes of Capacity (BHMC)

Denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group and/or Directory Assistance Service ordered. This customer furnished BHMC quantity is the input data SWBT uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Call

Denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier

Carrier Identification Code (CIC)

Denotes a numeric code that is assigned by Bellcore to long distance carriers for the provisioning of Feature Group B and/or D trunk side Access Service. The three digit numeric code uniquely identifies the carrier.

Carrier Identification Code Parameter (CIP)

Denotes the transmission of the Carrier Identification Code (CIC) to the customer within the Initial Address Message (IAM) of an originating FGD call.

CCS

Denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g. trunks).

Central Office

Denotes a local SWBT switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Bridging Capability

Denotes the capability of a central office to connect one circuit to another circuit. Central office bridging capability is specified in SWBT's FCC Tariff No. 4.

Channel(s)

Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Channelize

Denotes the process of multiplexing - demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Channel Service Unit

Denotes equipment which performs one or more of the following functions; termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors, and remote loop back.

Clear Channel Capability

Denotes the utilization of increased bandwidth per facility.

Closed-End

Denotes the end of a telecommunication service on which the end user customer is connected to a WATS serving office via WATS Access Line Service or on which the end user customer is connected to the carrier via a dedicated (private line) service. The closed-end of OutWATS is the originating end. The closed-end of inward 800 service is the terminating end.

C-Message Noise

Denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

Denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Coin Station

Denotes a location where SWBT equipment is provided in a public place where SWBT customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Common Channel Signaling (CCS)

Denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Commingling⁽¹⁾

Commingling means the connecting, attaching or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from SWBT, or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services. Commingling means the act of commingling.

Common Line

Denotes a line, trunk, pay telephone line or other facility, provided under SWBT's general and/or local exchange service tariffs, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

Denotes channels and other facilities which are capable, when not connected to the Telecommunications Network, of two-way communications between customer provided terminal equipment.

- (1) In the event the Federal Communications Commission or a court, pursuant to any regulatory or judicial review of the FCC's Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 582 (released Aug. 21, 2003) (Triennial Review Order), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the FCC order or the issuance of the court's mandate. In that event, SWBT will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) to a comparable service, or disconnect such UNE(s) and/or UNE Combination(s) from those wholesale services. Failure to provide SWBT instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Connecting Facility Assignment (CFA)

Denotes a code that identifies the Exchange Company carrier system and channel to be used from a Wide Band Analog or a High Capacity Facility.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation or governmental entity or any other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

Customer Carrier Name Abbreviation (CCNA)

Denotes a three alpha character code that identifies the Access Customer submitting the Access Order and receiving confirmation of the Order.

Customer Circuit Identification (CKR)

Denotes a circuit number or a range of circuit numbers assigned, administered and utilized by the customer as a cross reference to SWBT possessive circuit numbers.

Customer Signaling Point Code (CSPC)

Denotes a code that identifies the customer's signaling point in the the CCS network.

Data Transmission (107 Type) Test Line

Denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Detail Billing

Denotes the listing of each message and/or rate element charged to a customer on a bill prepared by SWBT.

Direct-Trunked Transport Facility

Denotes a Switched Transport facility between a Telephone Company serving wire center and an end office that provides a customer with dedicated transport without routing through an access tandem.

Directory Assistance

Denotes the provision of access to a Directory Assistance Location and a SWBT Directory Assistance operator.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Demarcation Point

The point of demarcation and/or interconnection between SWBT communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. SWBT-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. "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 SWBT's 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. SWBT's reasonable and nondiscriminatory standard operating practices shall determine which of (1) or (2) shall apply. SWBT 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.

(a) Single Unit Installations. For single unit installations existing as of June 9, 1994 and installations installed after that date the demarcation point shall be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

(b) Multiunit Installations. (1) In multiunit premises existing as of June 9, 1994, the demarcation point shall be determined in accordance with SWBT's reasonable and nondiscriminatory standard operating practices. 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.

(2) In multiunit premises in which wiring is installed after June 9, 1994, the multiunit premises owner shall determine the location of the demarcation point or points. 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.

At this time, SWBT has elected not to establish a practice of placing the demarcation point at the MPOE for multiunit premises. However, at the customer's request, SWBT will place the demarcation point at the MPOE in existing installations, and as appropriate, in new installations. SWBT will relocate multiple demarcation points to a single demarcation point at an MPOE in a manner that minimizes any resultant charges or other adverse impact to either building owners or customers.

If conforming to the twelve inch limitation is unrealistic or technically impossible, the demarcation point will be the most practicable MPOE.

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GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Demarcation Point (Cont'd)

For Expanded Interconnection provided as virtual collocation, the demarcation point denotes the virtual network interface between SWBT and the interconnector. The virtual network interface is the location at which SWBT ownership and responsibility for maintenance of the entrance cable begins. This location is normally a point on the public right-of-way near SWBT's entrance manhole. The demarcation point is specified by SWBT.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Directory Assistance Location

Denotes a SWBT office where SWBT equipment first receives the Directory Assistance call from a customer's end user and selects the first operator position to respond to the Directory Assistance call.

Distance Learning

Instruction, learning, and training that is transmitted from one site to one or more sites by telecommunications services that are used predominantly for such instruction, learning, or training, including video, data, voice, and electronic information.

Dual Gateway Network Element

Denotes the network element that is capable of supporting two access ports to the data communications channel which is used to transport messages within the SONET network. (See Gateway Network Element.)

Echo Control

Denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss (EPL)

Denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point (TLP).

Echo Return Loss (ERL)

Denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Educational Institution

Accredited primary or secondary schools owned or operated by state and local government entities or by private entities: institutions of higher education as defined by the Education Code, §61.003(13); the Central Education Agency, its successors and assigns; regional education service centers established and operated pursuant to the Education Code, §11.32 and §11.33; and the Texas Higher Education Coordinating Board; its successors and assigns.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Effective 2-Wire

Denotes a condition which permits the simultaneous transmission in both directions over a channel; however, it is not possible to ensure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

Denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of SWBT (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire facility, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

Electronic Access

Denotes the capability to electronically transmit data messages between customer's computer and SWBT's computer.

End Office Switch

Denotes a local SWBT switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules (RSM) and Remote Switching Systems (RSS) served by a host office in a different wire center.

End User

Denotes any customer of an intrastate, interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a LEC shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Entity

Denotes something that exists as a particular and discrete unit (e.g., corporations or subsidiary company).

Entrance Cable

Denotes a single mode dielectric fiber optic cabling arrangement that consists of a fiber optic cable from the Expanded Interconnection virtual network interface, the riser tail to which the fiber optic cable is spliced and the termination of the riser tail onto a fiber termination shelf within SWBT's wire center.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion (EDD)

Denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss (ELEPL)

Denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). $ELEPL = EPL - TLP(\text{send}) + TLP(\text{receive})$.

Equalized

Denotes a procedure which provides for the component frequencies of the material transmitted having about the same relationship at the two ends of the channel.

Estimated Cost

Denotes all estimated costs that will be incurred in providing a specific case of special construction, including any appropriate taxes.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Exchange

Denotes a unit, generally smaller than a Local Access and Transport Area, established by SWBT for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprises a given Local Access and Transport Area.

Exchange Company Signaling Point Code (ECSPC)

Denotes a code that identifies SWBT's signaling point in the CCS network.

Exit Message

Denotes an SS7 message sent to an end office by the SWBT tandem switch to mark the Carrier Connect Time when SWBT's tandem switch sends an Initial Address Message to an Interexchange Customer.

Expanded Interconnection

Denotes an arrangement that provides an interconnector with the ability to interconnect its fiber optic facilities with certain SWBT-provided intrastate Switched Access Services and Special Access Services.

Extended Superframe Format

Extended Superframe Format passes a customer providing framing format for 1.544 Mbps High Capacity service. Extended Superframe Format extends the customer's 1.544 Mbps framing structure from 12 to 24 frames and divides the 8 kbps 193rd bit position pattern into three distinct functionalities: 2 kbps for frame synchronization, 2 kbps for cyclic redundancy checking, and 4 kbps used primarily to send performance monitoring information over the Facilities Data Link.

Facility

Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Feature Group

Denotes a category of Switched Access Service differentiated by its technical characteristics, e.g., line side vs. trunk side connection at SWBT entity switch.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Facility Signaling Point of Interconnection (FSPOI)

Denotes SWBT-designated transport termination facility used in connection with the provisioning of STP Access Mileage used for CCS/SS7 Interconnection Service.

Field Identifier (FID)

Denotes a two to four character alphanumeric code used to identify data, give instructions, or associate data that is to be processed as a group.

First Come - First Served

Denotes the practice for processing access orders. The first access order received will be the first access order processed.

First Point of Switching

Denotes the first SWBT location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last SWBT location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Foreign Exchange (FX)

Denotes local exchange service from a central office which is outside (foreign to) the subscriber's exchange area.

Frequency Shift

Denotes the change in the frequency of a tone as it is transmitted over a channel.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Gateway Network Element (GNE)

Denotes the network element that provides message concentration for an x.25 data communication network. The GNE provides an x.25 virtual circuit, between the network and the operational support system, which is used to transport messages to and from the operation support system and other subtending SONET network elements on the network. The data communication channel is used to transport the messages within the SONET network.

High Capacity Channel

Denotes a channel for the transmission of isochronous serial digital data at a rate of 1.544 Mbps.

Host Office

Denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hub

Denotes a SWBT designated serving wire center at which bridging, multiplexing or Network Reconfiguration Service functions are performed.

Immediately Available Funds

Denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Impulse Noise

Denotes any monetary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis (ICB)

Denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Inserted Connection Loss (ICL)

Denotes the 1004 Hz power difference (in dBs) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installed Cost

Denotes the total investment (estimated or actual) required by the company to provide specially constructed facilities.

Interactive Multimedia Communications

Real-time, two way, interactive voice, video, and data communications conducted over networks that link geographically dispersed locations. This definition includes interactive communications within or between buildings on the same campus.

Interexchange Carrier (IC) or Interexchange Common Carrier

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more exchanges.

Intermediate Bridging Hub

Denotes the connection of three or more customer designated premises to form a Special Access multipoint service serving itself and a specified number of subtending wire centers.

Intermediate Multiplexing Hub

Denotes the conversion from higher to lower bit rate, or bandwidth, or from digital to voice grade channels, serving itself and a specified number of subtending wire centers.

Intermodulation Distortion

Denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dBs) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third order products of the tones (R3).

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Interstate Communications

A call is an interstate communication if the call originates from a telephone number within the boundaries of one state and terminates to a telephone number within the boundaries of another state.

Intrastate Communications

A call is an intrastate communication if the call both originates from and terminates to a telephone number within the boundaries of the same state.

Joint Provided 800 Service

Denotes 800 service where end user 800 service customers are billed by the LECs for intraLATA usage and by the IXC's for interLATA usage.

Library

Public library or regional library system as defined by Government Code §441.122, or a library operated by an institution of higher education or a school district.

Line Information Data Base (LIDB)

Denotes a data base containing billing validation data to support Alternate Billing Services.

Line Side Connection

Denotes a connection of a transmission path to the line side of a local exchange switching system.

Link Type (LT)

Denotes the functionality of the signaling link providing interconnection/signaling paths between nodes of the Common Channel Signaling (CCS) network.

Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Calling Area

Denotes a geographical area, as defined in SWBT's Local or General Exchange Service tariff, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring Message Telecommunications Service (MTS) charges.

Local Tandem Switch

Denotes a local SWBT switching unit by means of which local or access telephonic communications are switched to and from an End Office Switch.

Loop Around Test Line

Denotes an arrangement utilizing a SWBT central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Loss Deviation

Denotes the variation of the actual loss from the designed value.

Manhole

Denotes an enclosure that provides access to subterranean SWBT facilities. Manholes are normally completely below ground or pavement and are accessed via a chimney or neck with a covered top. This term shall also include handholes, which also provide physical access to subterranean SWBT facilities, but which are smaller than manholes and are recessed into the ground or pavement.

Maximum Termination Liability

Denotes the maximum amount which may be billed if all services using specially constructed facilities are terminated prior to the expiration of the maximum termination liability period.

Maximum Termination Liability Period

Denotes the length of time for which a termination charge may apply if all services using specially constructed facilities are terminated. The liability period is equal to the average account life of the specially constructed facilities up to a maximum of ten years. When construction involves multiple classes of plant with differing lives, the liability period is equal to the weighted average of the account lives involved in the special construction case, using nonrecoverable investment as the basis for weighting. If the weighted average exceeds ten years the liability will be ten years.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Media Stimulated Mass Calling Events

Denotes the use of Switched Access Service for calls placed to 800, 900, POTS, etc. telephone numbers in response to television and radio advertising for which a substantial call volume is anticipated during a short period of time. Media stimulated mass calling is highly peaked and often used in conjunction with call counting services for public opinion polls, marketing surveys, entertainment, etc.

Merger

Denotes the union of two or more interests or corporations.

Message

Denotes a "call" as defined preceding.

Message Telecommunications Service (MTS)/Message Telecommunications Service-Type (MTS-Type) {1}

Interexchange services provided via access to a common line on both the originating end and the terminating end of a long distance call.

Metallic Channel

Denotes a channel for the transmission of low speed varying signals at rates up to 30 baud.

Milliwatt (102 Type) Test Line

Denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the SWBT end office.

Multipoint Service

Denotes the connection of three or more customer designated premises through a SWBT hub.

{1} This definition is applicable only to 3.3.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Net Salvage

Denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

Network Interface

See Demarcation Point.

Non-Joint Provided 800 Service

Denotes 800 service where end user 800 service customers are billed by the IXC's for all intrastate (both intraLATA and interLATA) usage.

Nonrecoverable Cost

Denotes the cost of specially constructed facilities for which SWBT has no foreseeable use should the service be terminated.

Nonsynchronous Test Line

Denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan (NANP)

Denotes a three-digit Number Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

Denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

Denotes the idly condition of Switched Access or a Telephone Exchange Service line.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Open Circuit Test Line

Denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Operator Service System (OSS)

Denotes the group of interacting hardware (switching equipment, data links, and operator terminals) and software components for the provision of operator service functionality.

Originating Direction

Denotes the use of access service for the origination of calls from an end user premises to an IC premises.

Originating Point Code (OPC)

Denotes a code assigned to identify each Operator Service System (OSS) location.

Packet

Denotes the continuous sequence of data, with associated control information, i.e., routing, sequencing and error checking information, that is switched and transmitted through the packet switching network. Multiple packets may be required to carry one complete document or a lengthy block of information.

Pay Telephone

Denotes SWBT provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and coinless telephones.

Personal Communications Service (PCS)

Denotes a set of capabilities that allows some combination of personal mobility, terminal mobility and service profile management.

Phase Jitter

Denotes the unwanted phase variations of a signal.

Point of Termination

Denotes the point (referred to as Demarc Point or Network Interface) of interconnection between SWBT's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Premises

1. All portions of the same building occupied by the same customer, provided that:
 - (A) The portions are not separated from each other by intervening offices, rooms or suites not occupied by the customer.
 - (B) The portions of different floors are contiguous and that the portion on the upper floor is directly above the portion occupied on the lower floor.
2. All of the buildings occupied by the same customer, provided that all of the buildings are located on the same continuous property, which is owned and/or leased by the same customer, and are not separated by a public highway.

Note: A public highway is considered to mean a vehicular thoroughfare which is governmentally owned.

Program Audio Channel

Denotes a channel for the transmission of audio signals. The nominal bandwidths are from 50 to 15000 Hz, from 200 to 3500 Hz, from 100 to 5000 Hz or from 50 to 8000 Hz.

Projected Average Account Life

The expected average depreciation life for each class of telephone plant.

Protection

Denotes an arrangement, on a fiber optic facility, which provides a "backup" channel in the event service over the primary channel or channels is interrupted. The primary channel and the protection channel are normally common at the conduit level.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Query

Denotes a request for specific information generated by a computer processor and sent to an application, i.e., a database, with a predefined set of possible responses.

Rating Point

Denotes a point used in calculating mileage for Special Access Services and Switched Access Services.

Recoverable Cost

Denotes the cost of the specially constructed facilities for which SWBT has a foreseeable reuse, either in place or elsewhere, should the service be terminated.

Registered Equipment

Denotes the customer's premises equipment (CPE) which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Release Message

Denotes an SS7 message sent in either direction to indicate that a specific circuit is being released.

Remote Switching Modules (RSM) or Remote Switching Systems (RSS)

Denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic switching system type Host Office. The RSM/RSS cannot accommodate direct trunks to a customer.

Response

Denotes one response from a set of predefined possible responses to a request for information contained in a query from a computer processor.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Return Loss

Denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Riser Tail

Denotes a cable that terminates on a fiber termination shelf and has flammability and smoke characteristics which allow it to be routed in a central office area without being enclosed in a conduit.

Secondary Channel Capability

This arrangement provides for a secondary channel which operates at a speed equivalent to one third of the primary channel speed. This secondary channel operates independently from, but over the same physical facility as, the primary channel, and is normally used by the customer for performing Network Management Operations such as on-line diagnostics, data monitoring, traffic measurements and network configuration management.

Service Control Point (SCP)

Denotes a transaction processor-based system that provides a network interface to various database services. For 800 Number Portability Access Service, the SCP contains routing instructions for 800 service records that were downloaded from the SMS/800.

Service Management System/800 (SMS/800)

Denotes the main operations support system of 800 Number Portability Access Service used to create and maintain subscriber 800 call processing records.

Service Switching Point (SSP)

Denotes the switches in the telephone network that distinguishes dialed 800 calls from ordinary telephone calls and then communicates with SCPs for information on how the 800 calls should be routed.

Service Termination

Denotes the connection of Access Service at a customer premises, or a Centrex C.O.

Serving Wire Center

Denotes the end office from which the customer designated premises would normally obtain dial tone from SWBT for Local Exchange Service purposes.

Seven Digit Access to Balance (100 type) Test Line

Denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Short Circuit Test Line

Denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

Denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signaling Link (SL)

Denotes a specialized digital data link that provides interconnection/signaling paths between the various signal and processing nodes of the common Channel Signaling network. Signaling Links may be routed directly between signaling points or indirectly via a Signal Transfer Point (STP).

Signaling Link Code (SLC)

Denotes a code that identifies a signaling link within the Common Channel Signaling/Signaling System 7 (CCS/SS7) link set.

Signaling Point (SP)

Denotes a node in the Common Channel Signaling network that originates and/or receives signaling messages.

Signaling System 7 (SS7)

Denotes the signaling protocol Version 7 used in the Common Channel Signaling network based on the American National Standards Institute (ANSI) standards.

Signaling Transfer Point (STP)

Denotes a packet switch in the Common Channel Signaling network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other CCS networks.

Special Order

Denotes an order for a Billing and Collection Service.

Subtending End Office of an Access Tandem

Denotes an end office that has final trunk group routing through the tandem.

Super Intermediate Multiplexing Hub

Denotes the conversion from higher to lower bit rate, or bandwidth, or from digital to voice grade channels, serving itself and/or subtending wire centers in an entire LATA, or one or more Numbering Plan Areas (NPAs).

Switching System

Denotes an assembly of equipment, hardware and/or software, utilized by SWBT for establishing connections between lines and/or trunks. A Switching System may either be an end office or an access tandem.

Synchronous

Denotes the type of data transmission where the characters or bits are sent at a fixed rate, with the transmitting and receiving devices synchronized, so that start and stop bits are not required.

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GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Synchronous Test Line

Denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Tandem-Switched Transport Facility

Denotes a Switched Transport facility between a SWBT serving wire center or a SWBT hub office (when multiplexing occurs at an office other than the serving wire center) and an end office that provides a customer with transport to or from the end office by routing through an access tandem.

Telegraph Grade Channel

Denotes a channel for the transmission of low speed binary signals at rates of 9 to 75 baud or 1 to 150 baud.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Terminating Direction

Denotes the use of Access Service for the completion of calls from an IC premises to an End User premises.

Termination Charge

Denotes a charge that is applicable should a customer discontinue special construction or specialized service or arrangements, etc., prior to the expiration of its termination liability period. This charge is computed at the time of discontinuance and in no case will it ever exceed the maximum termination liability (charge) which was agreed to by the customer at the time the special construction or specialized service or arrangements, etc., was undertaken.

Terminus Bridging Hub

Denotes the connection of three or more customer designated premises to form a Special Access multipoint service within that bridging hub.

Terminus Multiplexing Hub

Denotes the conversion from higher to lower bit rate, or bandwidth, or from digital to voice grade channels, serving customers in that wire center only.

Transmission Measuring (105 Type) Test Line/Responder

Denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

Denotes an electrical path capable of transmitting signals within the range of the service offering. A voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form of configuration of facilities typically used in the telecommunications industry.

Trunk

Denotes a communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

Trunk Group

Denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Trunk Side Connection

Denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Point Service

Denotes the connection of two customer designated premises, either on a directly connected basis or through a hub where multiplexing or Network Reconfiguration Service functions are performed.

Two-Wire to Four-Wire Conversion

Denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity.

UNBUNDLED NETWORK ELEMENTS (UNES) ⁽¹⁾

Denotes the network elements SWBT is required to provide on an unbundled basis pursuant to Section 251(c)(3) of the Communications Act of 1934, as amended.

Uniform Service Order Code (USOC)

Denotes a three or five character alphabetic, numeric or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in SWBT billing system to generate recurring rates and nonrecurring charges.

V and H Coordinates Method

Denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinated of the two points.

- (1) In the event the Federal Communications Commission or a court, pursuant to any regulatory or judicial review of the FCC's Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 582 (released Aug. 21, 2003) (Triennial Review Order), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the FCC order or the issuance of the court's mandate. In that event, SWBT will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) to a comparable service, or disconnect such UNE(s) and/or UNE Combination(s) from those wholesale services. Failure to provide SWBT instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Virtual Collocation

Denotes a type of Expanded Interconnection that provides a transmission path between an interconnector's facility and certain SWBT-provided Intrastate Switched and Special Access Services. Virtual collocation includes central office basic transmission equipment designated by the interconnector and dedicated to its exclusive use but which is owned, installed and maintained by SWBT. SWBT maintains exclusive physical control over all equipment placed on its premises, however, the interconnector must perform remote monitoring and control functions on its designated equipment.

Virtual Network Interface

See Demarcation Point (for Expanded Interconnection).

Voice Grade Channel

Denotes a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz.

WATS Access Line (WAL)

Denotes a dedicated connection between a customer designated premises and the WATS serving office.

WATS Access Line Service

WATS Access Line Service combines Switched Access Service with a WATS Access Line that connects an end user premises with a WATS Serving office.

WATS Serving Office

Denotes a SWBT designated End Office where switching, screening and/or recording functions are performed in connection with the closed-end of WATS Access Line Services.

Expanded interconnection is offered under protest. Its availability is subject in all respects to the Stipulation and Agreement entered into in Docket No. 12879.

GENERAL REGULATIONS

2.7 Definitions (Cont'd)

Wide Area Telecommunications Service (WATS)/
Wide Area Telecommunications Service-Type (WATS-type) {1}

Interexchange services provided via a WATS Access Line, private line, special access line or other dedicated line on the originating closed end.

Wideband Analog Channel

Denotes a channel for the transmission of wideband signals. The bandwidths are from 60 to 108 kHz (Group), from 312 to 552 kHz (Supergroup), from 564 to 3084 kHz (Mastergroup), from 300 Hz to 18 kHz, from 20 to 44 kHz or from 28 to 44 kHz.

Wideband Data Channel

Denotes an analog channel for the transmission of synchronous serial data at rates of 19.2, 50.0 or 230.4 kbps or asynchronous serial data at rates of 19.2, 50.0 or 230.4 kbps.

Wire Center

Denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

800 Service Provider

Denotes the entity that offers 800 access services to 800 subscribers.

800 Subscriber

Denotes a customer that has arranged with an 800 Service Provider for 800 service and has been assigned an 800 number.

900 Access Service Screening Office

An end office or access tandem that performs the customer identification function required to provide 900 Access Service to all customers.

2.8 Distance Learning

Upon submission of an affidavit that complies with the requirements of Public Utility Commission of Texas Substantive Rule \square 23.93, 16 T.A.C. \square 23.93, an educational institution (as defined in Texas Education Code, Sections 11.32, 11.33 and 61.003), library (as defined in Section 441.122 of the Government Code) or a library operated by an institution of higher education or school district may obtain a 25% discount on the tariff rate for any tariffed service, except customer-specific contracts, that is used predominantly for distance learning purposes. Services qualifying under the provisions of Substantive Rule \square 23.93 will receive the 25% discount on each tariffed rate.

2.9 Educational Percentage Discount Rate (E-Rate)

The percentage discount rates available pursuant to 47 Code of Federal Regulations part 54, subpart F to eligible schools, libraries, and consortia as defined by 47 Code of Federal Regulations part 54, subpart F shall apply to the tariffed rates contained herein. Schools, libraries, and consortia eligible for E-Rates pursuant to 47 Code of Federal Regulations part 54, subpart F shall comply with the provisions of 47 Code of Federal Regulations part 54, subpart F in order to receive the intrastate E-rates.

{1} This definition is applicable only to 3.3.