

President - Texas
AT&T Texas
Dallas, Texas
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ACCESS SERVICE TARIFF
Section: 1
Sheet: 1
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APPLICATION OF ACCESS SERVICE

1. Application of Tariff

Southwestern Bell Telephone Company, LLC, hereinafter referred to as (T)
"the Company", is a Delaware limited liability corporation with its (T)
headquarters in Dallas, Texas that provides telecommunications common
carrier services in Texas as well as Arkansas, Kansas, Missouri, and
Oklahoma. Southwestern Bell Telephone Company, LLC does business in the (T)
state of Texas under the name "AT&T Texas," effective May 1, 2024. AT&T (T)
Texas adopts all tariff references in effect on that date under its
prior name until such time as those tariff references are revised. (T)

This tariff contains regulations, rates and charges applicable to the
provision of intrastate switched access services, intrastate special
access services, intrastate billing and collection service and other
miscellaneous intrastate services to customers. Any AT&T Texas customer
is eligible to purchase intrastate service from this access tariff.

TABLE OF CONTENTS

	<u>Sheet</u>
2. General Regulations	9
2.1 Undertaking of SWBT	9
2.1.1 Scope	9
2.1.2 Limitations	10
2.1.3 Liability	11
2.1.4 Provision of Services	12
2.1.5 Operation and Maintenance	14
(A) Maintenance of Service.....	14
(B) Availability of Testing.....	14
(C) Interference of Impairment.....	14
2.1.6 Refusal and Discontinuance of Services	15
2.1.7 Provision and Ownership of Telephone Numbers	16
2.1.8 Technical References	17
2.1.9 Metropolitan Statistical Area Access Services	17.1
2.2 Use	18
2.2.1 Assignment and Transfer of Facilities	18
2.2.2 Unlawful and Abusive Use	19
2.3 Obligations of the Customer	20
2.3.1 Design of Customer Services	20
2.3.2 Connections	21
2.3.3 Equipment, Space and Power	22
2.3.4 Balance	23
2.3.5 Coordination with Respect to Network Contingencies	24
2.3.6 References to SWBT	25
2.3.7 Damages	26
2.3.8 Claims and Demands for Damages	27
2.3.9 Customer Provided Reports	28
2.3.10 VoIP-PSTN Traffic	28

GENERAL REGULATIONS

	<u>Sheet</u>
2.4 Jurisdictional Reports	29
2.4.1 General Requirement	29
(A) Jurisdictional Proration of Rates and Charges.....	29
(B) Jurisdictional Definitions.....	29.1
(C) Jurisdictional Percentages.....	29.1
(D) Audit of Jurisdictional Accuracy.....	33
(E) Application of Audit Results.....	34
(F) Contested Audits.....	34
(G) Disputed Bills.....	35
(H) Bill Adjustments.....	36
2.4.2 Certification Requirements	38
(A) Special Access Service.....	38
(B) Expanded Interconnection.....	39
2.5 Billing Regulations	45
2.5.1 (Reserved for Future Use)	45
2.5.2 Deposits	46
2.5.3 Payment of Rates and Charges	47
(A) Past Due Charges.....	47
(B) Billing Disputes Resolved in Favor of SWBT.....	47
(C) Billing Disputes Resolved in Favor of the Customer...	48
2.5.4 Minimum Periods	49
2.5.5 Credit Allowance for Service Interruptions	50
(A) General.....	50
(B) When a Credit Allowance Applies.....	50
(C) When a Credit Allowance Does Not Apply.....	50.2
(D) Use of An Alternative Service Provided by SWBT.....	51
(E) Temporary Surrender of a Service.....	51
2.5.6 Cost Assessment Charge (CAC)	51.1
2.6 Jointly Provided Access Services	52
2.6.1 Single Company Billing of FGA	53
2.6.2 Single Bill - Single Tariff Meet Point Billing Arrangement	54
2.6.3 Multiple Bill Meet Point Billing Arrangement	55
(A) General.....	55
(B) Ordering.....	55
(C) Rating and Billing of Service.....	55

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

	<u>Sheet</u>
2.7 Definitions	59
Access Code	59
Access Customer Name Abbreviation (ACNA).....	59
Access Minutes.....	59
Access Tandem.....	59
Access Tandem Network.....	59
Access Transport Parameter.....	59.1
Actual Cost	59.1
Advanced Carrier Identification Service (ACIS) Code.....	59.1
Alarm Collection Device.....	59.1
Alternate Billing Service.....	59.1
Alternate Use.....	59.1
Annual Underutilization Liability.....	59.1
Answer/Disconnect Supervision.....	59.2
Answer Message.....	59.2
Area of Service (AOS).....	59.2
Assumed Average Access Minutes.....	59.2
Asynchronous.....	60
Attenuation Distortion.....	60
Average Account Life.....	60
Balance (100 Type) Test Line.....	60
Basic Transmission Equipment.....	60
Billed Number Screening.....	60
Billing Account Number (BAN).....	60.1
Billing Clearing House.....	60.1
Bit.....	60.1
Building.....	60.1
Business Day.....	60.1
Busy Hour Minutes of Capacity (BHMC).....	61
Call.....	61
Carrier or Common Carrier.....	61
Carrier Identification Code (CIC).....	61
Carrier Identification Code Parameter (CIP).....	61
CCS.....	61
Central Office.....	61
Channel(s).....	61

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)

Channelize	61
Channel Service Unit	62
Clear Channel Capability	62
Closed-End	62
C-Message Noise	62
C-Notched Noise	62
Coin Station	62
Common Channel Signaling (CCS)	62.1
Commingling	62.1
Common Line	62.1
Communications System	62.1
Customer(s)	62
Customer Carrier Name Abbreviation (CCNA)	63
Customer Signaling Point Code (CSPC)	63
Data Transmission (107 Type) Test Line	63
Detail Billing	63
Direct-Trunked Transport Facility	63
Directory Assistance	63
Demarcation Point	63.1
Directory Assistance Location	64
Echo Control	64
Echo Path Loss (EPL)	64
Echo Return Loss (ERL)	64
Effective 2-Wire	64
Effective 4-Wire	64
Electronic Access	64
End Office Switch	64
End User	64
Entity	65
Entrance Cable	65
Entry Switch	65
Envelope Delay Distortion (EDD)	65
Equal Level Echo Path Loss (ELEPL)	65
Equalized	65
Estimated Cost	65

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)

Sheet

Exchange.....	65.1
Exchange Company Signaling Point Code (ECSPC).....	65.1
Exit Message.....	65.1
Expanded Interconnection.....	65.1
Extended Superframe Format.....	65.1
Facility.....	65.1
Feature Group.....	65.1
Facility Signaling Point of Interconnection (FSPOI).....	66
Field Identifier (FID).....	66
First Come - First Served.....	66
First Point of Switching.....	66
Frequency Shift.....	66
Gateway Network Element.....	66.1
High Capacity Channel.....	66.1
Host Office.....	66.1
Hub.....	66.1
Immediately Available Funds.....	66.1
Impulse Noise.....	67
Individual Case Basis (ICB).....	67
Initial Address Message (IAM).....	67
Inserted Connection Loss (ICL).....	67
Installed Cost.....	67
Interexchange Carrier (IC) or Interexchange Common Carrier.....	67
Intermediate Bridging Hub.....	67
Intermediate Multiplexing Hub.....	67
Intermodulation Distortion.....	67
Interstate Communications.....	68
Intrastate Communications.....	68
Line Information Data Base (LIDB).....	68
Line Side Connection.....	68
Link Type (LT).....	68
Local Access and Transport Area (LATA).....	68
Local Calling Area.....	68
Local Tandem Switch.....	68
Loop Around Test Line.....	68
Loss Deviation.....	69

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

	<u>Sheet</u>
2.7 Definitions (Cont'd)	
Manhole.....	69
Maximum Termination Liability.....	69
Maximum Termination Liability Period.....	69
Media Stimulated Mass Calling Events.....	69.1
Merger.....	69.1
Message.....	69.1
Message Telecommunications Service (MTS)/Message.1	
Telecommunications Service Type (MTS-type).1.....	69.1
Metallic Channel.....	69.1
Milliwatt (102 Type) Test Line.....	69.1
Multipoint Service.....	69.1
Net Salvage.....	70
Network Interface.....	70
Nonrecoverable Cost.....	70
Nonsynchronous Test Line.....	70
North American Numbering Plan.....	70
Off-Hook.....	70
On-Hook.....	70
Open Circuit Test Line.....	71
Operator Service System (OSS).....	71
Originating Direction.....	71
Originating Point Code (OPC).....	71
Packet.....	71
Pay Telephone.....	71
Personal Identification Number (PIN).....	71
Phase Jitter.....	71
Point of Termination.....	71
Premises.....	72
Program Audio Channel.....	72
Projected Average Account Life.....	72

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

	<u>Sheet</u>
2.7 Definitions (Cont'd)	
Protection.....	72
Query.....	72.1
Rating Point.....	72.1
Recoverable Cost.....	72.1
Registered Equipment.....	72.1
Release Message.....	72.1
Remote Switching Modules (RSM) or Remote Switching Systems (RSS).....	72.1
Response.....	72.1
Return Loss.....	73
Riser Tail.....	73
Secondary Channel Capability.....	73
Service Control Point (SCP).....	73
Service Management System/800 (SMS/800).....	73
Service Switching Point (SSP).....	73
Service Termination.....	73
Serving Wire Center.....	73
Seven Digit Access to Balance (100 type) Test Line.....	73
Short Circuit Test Line.....	74
Signal-To-C-Notched Noise Ratio.....	74
Signaling Link (SL).....	74
Signaling Link Code (SLC).....	74
Signaling Point (SP).....	74
Signaling System 7 (SS7).....	74
Signaling Transfer Point (STP).....	74
Special Order.....	74
Subtending End Office of an Access Tandem.....	74
Super Intermediate Multiplexing Hub.....	74
Switching System.....	74
Synchronous.....	74
Synchronous Test Line.....	74.1
Tandem-Switched Transport Facility.....	74.1
Telegraph Grade Channel.....	74.1
Terminating Direction.....	75
Termination Charge.....	75
Terminus Bridging Hub.....	75

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

	<u>Sheet</u>
2.7 Definitions (Cont'd)	
Terminus Multiplexing Hub.....	75
Transmission Measuring (105 Type) Test Line/Responder.....	75
Transmission Path.....	75
Trunk.....	75
Trunk Group.....	75
Trunk Side Connection.....	76
Two-Point Service.....	76
Two-Wire to Four-Wire Conversion.....	76
Unbundled Network Elements (UNES) ⁽¹⁾	76
Uniform Service Order Code (USOC).....	76
V and H Coordinates Method.....	76
Virtual Collocation.....	76.1
Virtual Network Interface.....	76.1
Voice Grade Channel.....	76.1
WATS Access Line (WAL).....	76.1
WATS Access Line Service.....	76.1
WATS Serving Office.....	76.1
Wide Area Telecommunications Service (WATS)/Wide Area Telecommunications Service-Type (WATS-type).....	77
Wideband Analog Channel.....	77
Wideband Data Channel.....	77
Wire Center.....	77
800 Service Provider	77
800 Subscriber	77
900 Access Service Screening Office.....	77

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

2.1 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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ACCESS SERVICE TARIFF
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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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 11.1
Revision: 1
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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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GENERAL REGULATIONS

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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 16
Revision: 1
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GENERAL REGULATIONS

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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 17
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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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ACCESS SERVICE TARIFF
Section: 2
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GENERAL REGULATIONS

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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 20
Revision: 1
Replacing: Original

GENERAL REGULATIONS

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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 21
Revision: 2
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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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 22
Revision: 1
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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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 23
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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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 24
Revision: 1
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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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 25
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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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ACCESS SERVICE TARIFF
Section: 2
Sheet: 26
Revision: 1
Replacing: Original

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.

President - Texas
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Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 1
Revision: 4
Replacing: 3

TABLE OF CONTENTS

	<u>Sheet</u>
<u>USER'S GUIDE</u>	
Carriers, Trademarks and Service Marks	1
Reference to Other Tariffs	2
Explanation of Symbols	3
Explanation of Abbreviations	4
Reference to Technical Publications	5
Interest Rate Order	9
1. <u>APPLICATION OF TARIFF</u>	1

TABLE OF CONTENTS

	<u>Sheet</u>
2. <u>GENERAL REGULATIONS</u>	9
2.1 Undertaking of SWBT	9
2.1.1 Scope	9
2.1.2 Limitations	10
2.1.3 Liability	11
2.1.4 Provision of Services	12
2.1.5 Operation and Maintenance	14
2.1.6 Refusal and Discontinuance of Services	15
2.1.7 Provision and Ownership of Telephone Numbers	16
2.1.8 Technical References	17
2.2 Use of SWBT Facilities	18
2.2.1 Assignment and Transfer of Facilities	18
2.2.2 Unlawful and Abusive Use	19
2.3 Obligations of the Customer	20
2.3.1 Design of Customer Services	20
2.3.2 Connections	21
2.3.3 Equipment, Space and Power	22
2.3.4 Balance	23
2.3.5 Coordination with Respect to Network Contingencies	24
2.3.6 References to SWBT	25
2.3.7 Damages	26
2.3.8 Claims and Demands for Damages	27
2.3.9 Customer Provided Reports	28
2.3.10 VoIP-PSTN Traffic.	28
2.4 Jurisdictional Reports	29
2.4.1 General Requirement.	29
(A) Jurisdictional Proration of Rates and Charges	29
(B) Jurisdictional Definitions.	29
(C) Jurisdictional Percentages.	29
(D) Audit of Jurisdictional Accuracy.	33
(E) Application of Audit Results.	34
(F) Contested Audits.	34
(G) Disputed Bills.	35
(H) Bill Adjustments.	36
2.5 Billing Regulations	45
2.5.1 (Reserved for Future Use)	45
2.5.2 Deposits	46
2.5.3 Payment of Rates and Charges	47
2.5.4 Minimum Periods	49
2.5.5 Credit Allowance for Service Interruptions	50
2.5.6 Cost Assessment Charge (CAC).....	51.1
2.6 Jointly Provided Access Services.....	52
2.6.1 Single Company Billing of FGA.....	53
2.6.2 Single Bill - Single Tariff Meet Point Billing Arrangement.....	54
2.6.3 Multiple Bill Meet Point Billing Arrangement.....	55
2.7 Definitions	64
2.8 Distance Learning.....	77
2.9 Educational Percentage Discount Rate (Erate).	77

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 3
Revision: 5
Replacing: 4

TABLE OF CONTENTS

Sheet

3. **CARRIER COMMON LINE ACCESS SERVICE**1

3.4 Rates and Charges16

TABLE OF CONTENTS

<u>Subject</u>	<u>Section</u>
<u>ACCESS SERVICE TARIFF</u>	
Table of Contents.....	-
User's Guide.....	-
Application of Access Service.....	1
General Regulations.....	2
Carrier Common Line Access Service.....	3
End User Access Service.....	4
Ordering for Access Service.....	5
Switched Access Service.....	6
Special Access Service.....	7
Billing and Collection Services.....	8
Directory Assistance Access Service.....	9
Federal Government Specialized Services or Arrangements.....	10
Special Facilities Routing of Access Service.....	11
Specialized Service or Arrangements.....	12
Additional Engineering, Additional Labor and Miscellaneous Services...	13
Special Construction.....	14
Access for MicroLink II - Packet Switching Digital Service (sm).....	15
Long Distance Carrier-Initiated Toll Block.....	16
Operator Services.....	17
Network Management Services.....	18
(Reserved for future use).....	19
(Reserved for future use).....	20
Coin Services.....	21
Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service.....	22
Line Information Data Base (LIDB) Validation Service.....	23
(Reserved for future use).....	24
Expanded Interconnection.....	25
(Reserved for future use).....	26
(Reserved for future use).....	27
Network Components.....	28
(Reserved for future use).....	29
(Reserved for future use).....	30
(Reserved for future use).....	31
(Reserved for future use).....	32
(Reserved for future use).....	33
(Reserved for future use).....	34
(Reserved for future use).....	35
(Reserved for future use).....	36
(Reserved for future use).....	37
(Reserved for future use).....	38
Metropolitan Statistical Area.....	39
Subject Index.....	-

DIRECTORY ASSISTANCE LISTING SERVICE TARIFF

Application of Tariff.....	-
Directory Assistance Listing Service.....	1

TABLE OF CONTENTS

	<u>Sheet</u>
5. <u>ORDERING FOR ACCESS SERVICE</u>	2
5.1 General	2
5.2 Access Order	3
5.2.1 Ordering Conditions	3
5.2.2 Ordering Requirements	4
5.2.3 Service Provisioning Intervals	9
5.2.4 Selection of Facilities for Access Orders	10
5.2.5 Shared Use Facilities	11
5.2.6 Provision of Other Services	12
5.3 Rate Regulations	13
5.3.1 Access Order Charges	13
5.3.2 Access Order Modification Charges	14
5.3.3 Access Order Cancellation	17
5.3.4 Minimum Period Charges	18

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 6
Revision: 3
Replacing: 2

TABLE OF CONTENTS

	<u>Sheet</u>
6. <u>SWITCHED ACCESS SERVICE</u>	1

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 6.1
Revision: 6
Replacing: 5

TABLE OF CONTENTS

Sheet

6. SWITCHED ACCESS SERVICE (Cont'd)

6.9 Rates and Charges 2

TABLE OF CONTENTS

	<u>Sheet</u>
7. <u>Special Access Service</u>	4
7.1 <u>Service Provisioning</u>	4
7.1.1 Types of Service Configurations.....	5
7.1.2 Types of Channels.....	7
7.1.3 Hubs.....	8
7.1.4 Ordering Options and Provisions.....	10
7.1.5 Alternate Use.....	11
7.1.6 Special Facilities Routing.....	12
7.1.7 Acceptance Testing.....	13
7.1.8 Design Layout Report.....	14
7.2 <u>Rate Regulations</u>	15
7.2.1 Rate Elements.....	16
7.2.2 Monthly Rates.....	18
7.2.3 (Reserved for Future Use).....	19
7.2.4 Nonrecurring Charges.....	20
7.2.5 Surcharge for Special Access Service.....	23
7.2.6 Mileage Measurement.....	25
7.2.7 Moves.....	26
7.2.8 Minimum Periods.....	27
7.2.9 Facility Hubs.....	28
7.2.10 Shared use Analog and Digital High Capacity Service.....	29
7.2.11 WATS Access Line.....	30
7.2.12 Two-Point Service.....	31
7.2.13 Multipoint Service.....	32
7.2.14 Multiplexed Service.....	34
7.2.15 Alternate Use.....	35
7.2.16 Customized Channels.....	36
7.2.17 Message Station Equipment Recovery Charge.....	37
7.2.18 (Reserved for Future Use).....	38
7.2.19 (Reserved for Future Use).....	39
7.2.20 Inside Wire Recovery Charge.....	40
7.2.21 (Reserve for future Use).....	40.1
7.3 <u>Service Descriptions, Rates and Charges</u>	41
7.3.1 General.....	41
7.3.2 Metallic Service.....	44
7.3.3 Telegraph Service.....	46
7.3.4 Voice Grade Service.....	48
7.3.5 Program Audio Service.....	59
7.3.6 (Reserve for future Use).....	62
7.3.7 Wideband Analog Service.....	63
7.3.8 Wideband Data Service.....	66
7.3.9 Digital Link Service.....	68
7.3.10 High Capacity Service.....	73
7.3.11 DovLink Service.....	78.1
7.4 <u>Miscellaneous Rates and Charges</u>	79
7.5 <u>(Reserved for Future Use)</u>	80

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 8
Revision: 6
Replacing: 5

Reserved for Future Use

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 8.1
Revision: 3
Replacing: 2

TABLE OF CONTENTS

TABLE OF CONTENTS

	Sheet
9. <u>DIRECTORY ASSISTANCE ACCESS SERVICE</u>.....	2
9.1 General	2
9.2 Service Description	3
9.3 Service Provisioning	4
9.3.1 Manner of Provisioning	4
9.3.2 Determining the Number of Transmission Paths	5
9.3.3 Interface Groups	6
9.3.4 Transmission Specifications	7
9.3.5 Supervisory Signaling	8
9.3.6 Testing	9
9.3.7 Special Facilities Routing	10
9.3.8 Design Layout Report	11
9.4 Rate Regulations	12
9.4.1 Rate Categories	13
9.4.2 Nonrecurring Charges	14
9.4.3 Usage Rates	15
9.4.4 DA Minimum Period	16
9.4.5 Credit Allowance for DA Service	17
9.4.6 Moves	18
9.5 Rates and Charges	19

TABLE OF CONTENTS

	<u>Sheet</u>
10. FEDERAL GOVERNMENT SPECIALIZED SERVICES OR ARRANGEMENTS	
10.1 General.....	2
10.2 Service Provisioning.....	3
10.3 Service Descriptions.....	5
10.3.1 Voice Grade Special Access Service.....	6
10.3.2 Wideband Digital Special Access Service.....	8
10.3.3 (Reserved for Future Use).....	9
10.3.4 (Reserved for Future Use).....	10
10.4 Rate Regulations.....	11
10.5 Rates and Charges.....	14
10.5.1 Voice Grade Special Access Service Charges.....	14
10.5.2 Wideband Digital Special Access Service Charges.....	15
10.5.3 (Reserved for Future Use).....	16
10.5.4 (Reserved for Future Use).....	17

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 11
Revision: 1
Replacing: Original

TABLE OF CONTENTS

	<u>Sheet</u>
11. <u>SPECIAL FACILITIES ROUTING OF ACCESS SERVICE</u>	1
11.1 Description of Special Facilities Routing	1
11.2 Availability of Special Routing Facilities	1
11.3 Provision of Special Routing Information	1
11.4 Rates and Charges	1

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 12
Revision: 1
Replacing: Original

TABLE OF CONTENTS

Sheet

12. **SPECIALIZED SERVICE OR ARRANGEMENTS**..... 1

TABLE OF CONTENTS

	<u>Sheet</u>
13. <u>ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES</u>	
13.1 Additional Engineering.....	3
13.2 Additional Labor.....	4
13.2.1 Overtime Installation.....	5
13.2.2 Overtime Repair.....	6
13.2.3 Stand By.....	7
13.2.4 Testing and Maintenance with Other Local Exchange Companies.....	8
13.2.5 Other Labor.....	9
13.3 Miscellaneous Services.....	10
13.3.1 Easy Access Dialing.....	10
(A) General Description	10
(B) PIC and LPIC Assignments	11
(C) Rate Regulations	13
13.3.2 Maintenance of Service.....	16
13.3.3 Provision of Access Service Billing Information.....	17
13.3.4 Restoration Priority.....	18
13.3.5 Standard Jacks - Registration Program.....	19
13.3.6 Testing Services for Switched Access Services.....	20
13.3.7 Testing Services for Special Access Service.....	24
13.4 Rates and Charges	
13.4.1 Additional Engineering.....	26
13.4.2 Additional Labor.....	27
13.4.3 Easy Access Dialing.....	28
13.4.4 Maintenance of Service.....	29
13.4.5 Provision of Access Service Billing Information.....	30
13.4.6 Restoration Priority.....	31
13.4.7 Standard Jacks - Registration Program.....	32
13.4.8 Testing Services for Switched Access Service.....	35
13.4.9 Testing Services for Special Access Service.....	39

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 14
Revision: 1
Replacing: Original

TABLE OF CONTENTS

	<u>Sheet</u>
14. <u>SPECIAL CONSTRUCTION</u>.....	1
14.1 General.....	2
14.2 Liabilities and Charges.....	4
14.3 Deferral of Start of Service.....	9
14.4 Special Construction Definitions.....	10

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 15
Revision: 1
Replacing: Original

TABLE OF CONTENTS

Sheet

15.	<u>ACCESS FOR MICROLINK II - PACKET SWITCHING DIGITAL SERVICE</u>	1
15.1	Service Description	1
15.2	Rate Regulations	1

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 16
Revision: 1
Replacing: Original

TABLE OF CONTENTS

Sheet

16. Reserved For Future Use

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 17
Revision: 3
Replacing: 2

TABLE OF CONTENTS

	<u>Sheet</u>
17. <u>RESERVED FOR FUTURE USE</u>	2

TABLE OF CONTENTS

	<u>Sheet</u>
18. <u>Network Management Services</u>	1
18.1 <u>Network Reconfiguration Service</u>	2
18.1.1 General	2
18.1.2 Network Reconfiguration Options	3
18.1.3 Network Reconfiguration Functions	4
18.1.4 Technical Specifications	6
18.1.5 Rate Regulations	7
18.1.6 Rates and Charges	12

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 19
Revision: 1
Replacing: Original

TABLE OF CONTENTS

Sheet

19. **Reservcd For Future Use**

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 20
Revision: 3
Replacing: 2

TABLE OF CONTENTS

	<u>Sheet</u>
20. AT&T Switched Ethernet Service	1
20.1.1 Service Description	1
20.1.2 Service Level Agreement (SLA)	11
20.1.3 Limitations and Provisioning	14
20.1.4 Ethernet Payment Plan (EPP)	15
20.1.5 Rate Conditions	19
20.1.6 Rates and Charges	21
20.2 AT&T DEDICATED ETHERNET	36
20.2.1 Service Description	36
20.2.2 Types of Rate and Charges	44
20.2.3 Ethernet Payment Plan (EPP)	45
20.2.4 Service Level Agreements (SLA)	48
20.2.5 Rate and Charges	51

TABLE OF CONTENTS

	<u>Sheet</u>
21. <u>COIN SERVICES</u>	2
21.1 General Description.....	2
21.2 Service Description.....	3
21.2.1 InterLATA 1+ Routing.....	3
21.2.2 101XXXX Routing.....	4
21.3 Service Provisioning.....	5
21.3.1 Call Set Up Signaling.....	5
21.3.2 Equal Access End Office (EAE0) Provisioning.....	6
21.3.3 Testing.....	7
21.3.4 Ordering.....	8
21.4 Rate Regulations.....	9
21.4.1 Liability.....	10
21.4.2 Provision of Message Call Detail Concerning Station Monies.....	11
21.4.3 Payment of Sent-Paid Monies.....	12
21.4.4 Audit Provisions.....	14

TABLE OF CONTENTS

	Sheet
22. <u>COMMON CHANNEL SIGNALING/SIGNALING SYSTEM 7 (CCS/SS7)</u> <u>INTERCONNECTION SERVICE</u>	1
22.1 General Description.....	2
22.2 Service Description.....	2
22.3 Service Provisioning.....	3
22.3.1 Transmission Specifications.....	3
22.3.2 Acceptance Testing.....	3
22.3.3 Network Management.....	3
22.3.4 Provision of Service Performance Data.....	3
22.3.5 Forecast Report.....	4
22.3.6 Ordering.....	4
22.3.7 Minimum Provisioning Requirements.....	4
22.3.8 Consolidation of STPs.....	4.1
22.4 Rate Regulations (Cont'd)	
22.4.1 Rate Categories.....	4.1
22.4.2 Nonrecurring Charges.....	6
22.4.3 Monthly Rates.....	7
22.4.4 Determining STP Access Mileage and Charges.....	8
22.4.5 Minimum Period.....	8
22.4.6 Moves.....	8
22.5 Rates and Charges.....	9

TABLE OF CONTENTS

	<u>Sheet</u>
23. <u>LINE INFORMATION DATA BASE (LIDB) VALIDATION SERVICE</u>.....	2
23.1 General Description.....	2
23.2 Service Description.....	3
23.3 Service Provisioning.....	5
23.3.1 Manner of Provisioning.....	5
23.3.2 Limitations.....	6
23.3.3 LIDB Data Specifications.....	7
23.3.4 Provision Against Fraudulent Use of Service.....	8
23.3.5 Provision of Billing Information.....	9
23.3.6 Testing.....	10
23.3.7 CCS/SS& Network Performance.....	11
23.3.8 LIDB Validation System Performance.....	12
23.3.9 LIDB System Management.....	13
23.4 Rate Regulations.....	14
23.4.1 Rate Elements.....	15
23.4.2 Nonrecurring Charges.....	16
23.4.3 Usage Rates.....	18
23.5 Rates and Charges.....	19
23.5.1 LIDB Query.....	19
23.5.2 Service Establishment Charge.....	19

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 24
Revision: 1
Replacing: Original

TABLE OF CONTENTS

Sheet

24. Reserved For Future Use

TABLE OF CONTENTS

<u>Sheet</u>	
25.	<u>EXPANDED INTERCONNECTION</u> 3
25.1	General Description 3
25.2	Virtual Collocation 4
25.2.1	Provisioning 5
25.2.2	Training 14
25.2.3	Acceptance 15
25.2.4	(Reserved for Future Use) 15
25.2.5	Third Party Vendor 16
25.2.6	Maintenance and Operation Management 18
25.3	Microwave Transmission Facilities 21
25.4	Fresh Look 21
25.5	Rate Regulations for Virtual Collocation 25
25.5.1	Rate Elements 25
25.5.2	Nonrecurring Charges 31
25.5.3	Monthly Recurring Charges 36
25.5.4	Minimum Period Charges 38
25.5.5	Moves 39
25.5.6	Shared Use 40
25.5.7	Rates and Charges 41
25.6	Individual Case Filings 81
25.7	Fresh Look Schedule 82

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

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 26
Revision: 1
Replacing: Original

TABLE OF CONTENTS

Sheet

26. **Reserved For Future Use**

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 27
Revision: 1
Replacing: Original

TABLE OF CONTENTS

Sheet

27. Reserved For Future Use

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 28
Revision: 1
Replacing: Original

TABLE OF CONTENTS

	<u>Sheet</u>
28. <u>NETWORK COMPONENTS</u>.....	2
28.1 High Capacity.....	2
28.1.1 General.....	2
28.1.2 Rate Regulations.....	3
28.1.3 Rates and Charges.....	4
 <u>SUBJECT INDEX</u>.....	 1

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 29
Revision: 1
Replacing: Original

TABLE OF CONTENTS

29. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 30
Revision: 1
Replacing: Original

TABLE OF CONTENTS

30. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 31
Revision: 1
Replacing: Original

TABLE OF CONTENTS

31. Reserved for future use

Sheet

President - Texas
AT&T Texas Section:
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Table of Contents
Sheet: 32
Revision: 1
Replacing: Original

TABLE OF CONTENTS

32. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 33
Revision: 1
Replacing: Original

TABLE OF CONTENTS

33. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 34
Revision: 1
Replacing: Original

TABLE OF CONTENTS

34. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 35
Revision: 1
Replacing: Original

TABLE OF CONTENTS

35. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 36
Revision: 1
Replacing: Original

TABLE OF CONTENTS

36. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 37
Revision: 1
Replacing: Original

TABLE OF CONTENTS

37. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 38
Revision: 1
Replacing: Original

TABLE OF CONTENTS

38. Reserved for future use

Sheet

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Table of Contents
Sheet: 39
Revision: 4
Replacing: 3

TABLE OF CONTENTS

	<u>Sheet</u>
39. <u>METROPOLITAN STATISTICAL AREA ACCESS SERVICE</u>	1

SUBJECT INDEX

The terms specified in this index may appear at other locations within the tariff, in addition to the locations listed in the Subject Index.

A variety of different terms may be used to refer to or describe a particular concept.

Abusive Use.....2.2.2
Acceptance Testing.....6.5.9, 7.1.7, 9.3.6
Access Minutes-Determining Chargeable.....3.3.3, 6.6.4
Access Order.....5.2
Access Order Charge.....5.3.1, 7.4, 10.4
Access Order Modification Charge.....5.3.2
Access Service Billing Information.....13.3.3
Active Bridging Channel Connections.....7.3.4
Additional Cooperative Acceptance Testing-Special.....13.3.7
Additional Cooperative Acceptance Testing-Switched.....13.3.6
Additional Engineering.....13.1
Additional Engineering.....5.2.6
Additional Labor.....13.2
Additional Labor.....5.2.6
Addressable Arrangement Ports.....7.3.4
Adjustment for Resold MTS and MTS-Type Service.....3.3.4
Allocation Plan.....13.3.1
Alternate Use.....7.1.5
Analog/Digital Link to 1.544 Mbps High Capacity.....7.4
Annual Underutilization Liability.....14.2

Assignment of Facilities.....2.2.1
Assumed Minutes.....6.6.4

Automatic Scheduled Testing-Switched Access Service.....13.3.6

Balance.....2.3.4
Basic Channel Description.....
.....7.3.2, 7.3.3, 7.3.4, 7.3.5, 7.3.7, 7.3.8, 7.3.9, 7.3.10
Bill Period Coin Revenue.....21.4.3
Billing Disputes.....2.5.3
Billing Regulations.....2.5
Bridging.....7.3.9
Bridging, Distribution Amplifier.....7.3.5
Busy Hour Minutes of Capacity.....5.2.2

C-Conditioning.....7.3.4
C-Type Conditioning.....7.3.4
Call Set Up Signaling.....21.3.1
Cancellation Charge.....14.2
Cancellation of an Order.....5.3.3
Carrier Common Line Service.....3.
Central Office Bridging Capability.....7.3.2, 7.3.4, 7.3.5, 7.3.9
Central Office Multiplexing.....7.3.4, 7.3.7, 7.3.10
Change of Facilities.....2.1.4
Channel Interfaces.....7.3, 7.3.1
Channel Mileage.....
.....7.2.1, 7.3.2, 7.3.3, 7.3.4, 7.3.5, 7.3.7, 7.3.8, 7.3.9, 7.3.10

(T)

(T)

SUBJECT INDEX

Channel Termination.....7.2.1, 7.3.2, 7.3.3, 7.3.4, 7.3.4, 7.3.7, 7.3.8, 7.3.9, 7.3.10
Channels, Types of.....7.1.2
Clear Channel Capability.....7.3.10
Coin Pay Telephone Station Refund.....21.4.3
Coin Services.....21
Coin Services Audit Provisions.....21.4.4
Common Switching Features.....6.4.3
Compatibility Table Feature.....18.3
Conditioning.....7.3.4
Connections.....2.3.2
Cost Assessment Charge (CAC).....2.5.6
Credit Allowance.....2.5.5, 9.4.5, 10.4, 14.1
Customer Coin Revenue.....21.4.3
Customer Coin Revenue Adjustments.....21.4.3
Customer Coin Revenue Payment.....21.4.3
Customer Provided Reports.....2.3.9
Customized Channels.....7.2.16

DA Service Call.....9.4.1, 9.4.3
Damages.....2.3.7, 2.3.8
Data Bridging.....7.3.4
Data Capability.....7.3.4
Database Modification Charge.....18.5.1
DATAPHONE Select-A-Station Bridging.....7.3.4
Definitions.....2.7
Deposits.....2.5.2
Design Blocking.....17.3.3
Design Blocking Probability.....6.5.3
Design Change Charge.....5.3.2
Design Layout Report.....6.5.12, 7.1.8, 9.3.8, 17.3.7
Design of Customer Service.....2.3.1
Design of Switched Access Service.....6.5.2
Digital Link Service.....7.3.9, 15.2
Directory Assistance Service.....9
Directory Assistance Service Orders.....5.2.2
Directory Transport.....9.4.1, 9.4.3
Discontinuance of Service.....2.1.6
DSO to Subrate.....7.3.10
DS1 to DSO Subrate.....7.3.10
DS1 to Voice.....7.3.10

Easy Access Dialing.....13.3.1
Emergency Conditions.....10.2
End Office Transport Terminations-Determining.....6.5.5
Equal Access Conversion.....6.6.8
Equal Access End Office Provisioning.....21.3.2
Equal Access Transition Plan.....3.3.2, 6.6.3
Exemption Certification.....7.2.5
Expedited Order Charge.....5.3.2
Expediting Charge.....14.2
Extension Service.....6.6.11

Facility Availability.....10.2
Facility Hubs.....7.2.9

(T)

(T)

SUBJECT INDEX

Feature Group A.....6.2.1
Feature Group A Extensions.....6.6.11
Feature Group A-Utilized with Directory Assistance.....6.6.13
Feature Group B.....6.2.2
Feature Group C.....6.2.3
Feature Group-Change of.....6.6.9
Feature Group D.....6.2.4
Federal Government Regulations.....10.4
First Come-First Served.....5.1
Four-Wire/Two-Wire Conversion.....7.3.4

Gain Conditioning.....7.3.5
Group to DS1.....7.3.7
Group to Voice.....7.3.7

High Capacity (DS1) to DSO.....7.1.1
High Capacity (DS1) to Voice Grade.....7.1.1
High Capacity Service.....7.3.10
Hub Redundancy.....7.3.10
Hubs.....7.1.3

Impairment.....2.1.5
Improved Attenuation Distortion.....7.3.4
Improved Echo Control.....7.3.4
Improved Envelope Delay Distortion.....7.3.4
Improved Equal Level Echo Path Loss.....7.3.4
Improved Return Loss.....7.3.4
Improved Termination.....7.3.4
Installation of Optional Features and Functions.....7.2.4
Installation of Service.....7.2.4
Interface Groups.....6.5.6, 9.3.3, 17.3.4
Interference.....2.1.5
InterLATA 1+ Routing.....21.2.1
InterLATA 1+ Sent-Paid Access.....21.2
Intermediate Bridging Hub.....7.1.3
Intermediate Multiplexing Hub.....7.1.3

Jointly Provided Access Service.....2.6
Jurisdictional Reports.....2.4

Key Activated Transfer Arrangement.....7.3.8

Lease Charge.....14.2
Liability-Coin Services.....21.4.1
Liability of SWBT.....2.1.3, 17.4
Line Termination Features.....6.4.5
Local Switching.....6.6.1
Local Switching Features.....6.4.3
Local Transport.....6.6.1
Local Transport Features.....6.4.2
Local Transport Mileage-Determining.....6.6.5
Loop Redundancy.....7.3.10
Loop Transfer Arrangement, Key Activated.....7.3.9

MACRO Command/Network Modeling Feature.....18.3
Maintenance of Service.....13.3.2
Maintenance of Service.....2.1.5
Maintenance with Other Local Exchange Companies.....13.2.4
Manual Scheduled Testing-Switched Access Service.....13.3.6
Mastergroup to Supergroup.....7.3.7
Maximum Termination Liability.....14.2
Measuring Recorded Access Minutes.....6.6.4
MECAB.....2.6
MECOD.....2.6
Media Stimulated Mass Calling Events.....2.3.5, 6.5.11
Meet Point Billing.....2.6
Message-Billed Service Charges.....8.3.6

(T)

(T)

SUBJECT INDEX

Message Call Detail for Station Monies.....21.4.2
Message Station Equipment Recovery Charge.....7.2.17, 7.4
Message Unit Credit.....6.6.7
Metallic Service.....7.3.2
MicroLink II.....15.
Mileage Application.....10.4
Mileage Measurement.....7.2.6
Minimum Period.....2.5.4, 5.3.4, 7.2.8, 9.4.4
Miscellaneous Services.....13.3
Mode Selection (Active or Deactive).....10.5.3
Moves.....6.6.10, 7.2.7, 9.4.6, 10.4
MPB.....2.6
Multi-Level Security Feature.....18.3
Multiple Bill Meet Point Billing Arrangement.....2.6.3
Multiplexed Service.....7.1.1, 7.2.14, 7.3.10
Multiplexing.....7.3.7, 7.3.10
Multipoint Service.....7.1.1

Network Contingencies.....2.3.5
Network Management.....6.5.10
Network Reconfiguration Features.....18.3
Network Reconfiguration Options.....18.2
Non-Access Charges.....6.6.14
Nonpayment of Special Construction Charges.....14.1
Nonscheduled Testing-Special Access Service.....13.3.7
Nonscheduled Testing-Switched Access Service.....13.3.6

O- Transfer Service.....17.2.1
Obligations of the Customer.....13.3.6, 13.3.7
Obligations of the Customer.....2.3,
Operator Call Processing.....17.1
Operator Call Processing Orders.....5.2.2
Optional Features and Functions.....7.2.1, 7.3
Optional Payment Charge.....14.2
Ordering-Coin Services.....21.3.4
Originating Rate Application.....3.3.2
Other Labor.....13.2.5
Overtime Installation.....13.2.1
Overtime Repair.....13.2.2
Ownership of Facilities.....14.1
Ownership of Telephone Numbers.....2.1.7

Passive Bridging Channel Connections.....7.3.4
Past Due Charges.....2.5.3
Path Priority Feature.....18.3
Payment of Rates and Charges.....2.5.3
Payment of Sent-Paid Monies.....21.4.3
Payment of Special Construction Charges.....14.1
PCL.....3.3.2
Percent Common Line Report.....3.3.2
Percentage of Interstate Use.....2.4
PIU.....2.4
Port Charges.....18.5.1, 18.6
Power Over the Interface.....7.3.10
Premium/Non-Premium Rate Application.....3.3.2, 6.6.3
Presubscription.....13.3.1
Prime Service Vendor.....10.5.4

(T)

(T)

SUBJECT INDEX

Program Audio Service.....7.3.5
Provision of Services.....2.1.4
Provision of Telephone Numbers.....2.1.7
Provisioning.....3.2, 6.5.1
Provisioning Intervals.....10.2

Quotation Charge.....14.2

Rearrangement Charge.....14.2
Rearrangement of Facilities.....2.1.4
Reconfiguration Charges.....18.5.1, 18.6
Refusal of Service.....2.1.6
Relocation.....7.2.7
Remote Switching Office.....5.2.2
Renaming Feature.....18.3
Replacement Charge.....14.2
Reservation Summary Screen Feature.....18.3
Resold MTS and MTS-Type Service.....3.3.4
Resource Verification Feature.....18.3
Restoration Priority.....13.3.4
Rounding Recorded Access Minutes.....6.6.4
Routing Feature.....18.3

Sealing Current Conditioning.....7.3.4
Secondary Channel Capability.....7.3.9
Selection of Facilities.....5.2.4
Selective Signaling Arrangement.....7.3.4
Sequential Arrangement Ports.....7.3.4
Series Bridging.....7.3.2
Service Configurations.....18.5.3
Service Date.....5.2.1
Service Date Change Charge.....5.3.2
Service Establishment Charge.....18.5.1, 18.6
Service Performance Data-Switched Access Service.....6.5.13
Service Provisioning.....7.1
Service Provisioning Interval.....5.2.3, 8.4.2
Service Rearrangement.....6.6.2, 7.2.4
Serving Wire Center.....7.3.10
Shared Use.....6.6.12
Shared Use Analog and Digital High Capacity Services.....7.2.10
Shared Use Facilities.....5.2.5
Signaling.....17.3.5
Signaling Capability.....7.3.4
Simple Commands and Screens Feature.....18.3
Single Bill Arrangement.....2.6.1
Single Bill-Single Tariff MPB Arrangement.....2.6.2
Special Access Move Charges.....13.4.2
Special Access Service Orders.....5.2.2
Special Access Surcharge.....7.4
Special Construction.....5.2.6, 14.1
Special Day Definition Feature.....18.3
Special Facilities Routing.....5.2.6, 7.1.6, 9.3.7, 11.1
Special Routing Plan Setup.....10.5.3
Specialized Service or Arrangements.....12.
Stand By.....13.2.3
Standard Jack-Registration Program.....13.3.5

(T)

(T)

SUBJECT INDEX

Stereo.....7.3.5
Subcontractor.....10.5.4
Substitution of Facilities.....2.1.4
Super Intermediate Multiplexing Hub.....7.1.3
Supergroup to Group.....7.3.7
Supervisory Signaling.....3.2, 6.5.8, 9.3.5
Surcharge Billing.....7.2.5
Surcharge Credits.....7.2.5
Surcharge for Special Access Service.....7.2.5
Switched Access Features.....6.4
Switched Access Service.....6.

Technical References.....2.1.8
Technical Specifications.....18.4
Technical Specifications Packages.....
.....7.3.1, 7.3.2, 7.3.3, 7.3.4, 7.3.5, 7.3.7, 7.3.8, 7.3.9, 7.3.10
Telegraph Bridging.....7.3.3
Telegraph Grade Service.....7.3.3
Telemetry and Alarm Bridging.....7.3.4
Telephone Numbers-Ownership of.....2.1.7
Telephone Numbers-Provision of.....2.1.7
Telephoto Bridging.....7.3.4
Telephoto Capability.....7.3.4
Temporary Facility Utilization.....10.2
Terminating Rate Application.....3.3.2
Termination Charge.....14.2
Terminus Bridging Hub.....7.1.3
Terminus Multiplexing Hub.....7.1.3
Testing.....2.1.5, 5.2.6, 6.5.9, 9.3.6, 17.3.6
Testing-Coin Services.....21.3.3
Testing Services-Special Access Service.....13.3.7
Testing Services-Switched Access Service.....13.3.6
Testing with Other Local Exchange Companies.....13.2.4
Three Premises Bridging.....7.3.2
Traffic Routing.....6.5.2
Transaction Log Feature.....18.3
Transfer Arrangement.....7.3.4, 7.3.9, 7.3.10
Transfer of Facilities.....2.2.1
Transmission Paths-Determining Number of.....6.5.4, 9.3.2
Transmission Specifications.....6.5.7, 9.3.4
Transport Termination Features.....6.4.4
Trunk Group Measurement Reports.....6.5.14
Trunk Group Setup, per Switching System, per occurrence.....10.5.3
Trunk Usage, When in an Active Mode.....10.5.3
Two-Point Service.....7.1.1, 7.2.12
Types of Service Configurations.....7.1.1

Undertaking of SWBT.....2.1
Underutilization Charge.....14.2
Unlawful Use.....2.2.2
Utilization of Government Owned Facilities.....10.2
Utilizing Specially Constructed Facilities for Priority Installation .. 10.4

Variable Bandwidth Feature.....18.3
Voice Bridging.....7.3.4
Voice Grade Data Service.....15.2
Voice Grade Secure Communications Type I.....10.3.1, 10.5.1
Voice Grade Secure Communications Type II.....10.3.1, 10.5.1
Voice Grade Secure Communications Type III.....10.3.1, 10.5.1
Voice Grade Secure Communications Type IV.....10.3.1, 10.5.1
Voice Grade Service.....7.3.4
Voice Grade Special Access Service.....10.3.1
Voice Grade to Telegraph (43 Type Carrier).....7.1.1

WATS Access Line Orders.....5.2.2
WATS Access Line Service.....6.3.1

(T)

(T)

President - Texas
AT&T Texas
Dallas, Texas
Issued: May 9, 2024
Effective: May 10, 2024

ACCESS SERVICE TARIFF
Section: Index
Sheet: 7
Revision: 2
Replacing: 1

SUBJECT INDEX

WATS Access Lines.....	7.2.11
Wideband Analog Group to DS1.....	7.1.1
Wideband Analog Group to Voice Grade.....	7.1.1
Wideband Analog Master Group to Supergroup.....	7.1.1
Wideband Analog Service.....	7.3.7
Wideband Analog Supergroup to Group.....	7.1.1
Wideband Data Service.....	7.3.8
Wideband Digital Special Access Service.....	10.3.2
Wideband Secure Communications Type I.....	10.3.2, 10.5.2
Wideband Secure Communications Type II.....	10.3.2, 10.5.2
Wideband Secure Communications Type III.....	10.3.2, 10.5.2
101XXXX Routing.....	21.2.2
303 Data Station Rates & Charges.....	7.3.8
800 Access Service.....	6.3.2
800 Access Service Orders.....	5.2.2
900 Access Service.....	6.3.3
900 Access Service Orders.....	5.2.2

(T)
|
(T)