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ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

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ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13. Additional Engineering, Additional Labor and Miscellaneous Services

This section addresses Additional Engineering, Additional Labor and Miscellaneous Services (e.g., Easy Access Dialing, Maintenance of Service, Access Service Billing Information, etc.).

The specific rates and charges for these activities are set forth in 13.4 (Rates and Charges).

For purposes of this section the terms "Basic Time", "Overtime" and "Premium Time" are defined as follows:

- Basic Time - Work related efforts of SWBT performed during a Normal Business Day.
- Overtime - Work related efforts of SWBT performed outside of a Normal Business Day and on Saturdays.
- Premium Time - Work related efforts of SWBT performed on Sundays and Holidays.

13.1 Additional Engineering

Additional Engineering will be provided by SWBT at the request of the customer only when:

- A customer requests additional technical information after SWBT has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in 6.7.12 and 7.1.8, or
- Additional engineering time is incurred by SWBT to engineer a customer's request for a customized service as set forth in 7.1 (Service Configurations) preceding.

SWBT will notify the customer that Additional Engineering Charges will apply before any additional engineering is undertaken.

Additional Engineering Charges apply on a first and additional basis for each half hour or fraction thereof. If more than one engineer is involved in the same additional engineering project, the total amount of time of all engineers involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

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13.2 Additional Labor

In this section Normal Business Day is Monday - Friday, 8 am - 5 pm,
All charges apply per technician,
Holidays will be defined as: New Year's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day, the day
after Thanksgiving Day, and Christmas Day

Additional Labor is that labor requested by the customer on a given service and agreed to by SWBT as set forth in 13.2.1 through 13.2.5 following.

SWBT will notify the customer that Additional Labor Charges as set forth in 13.4 (Rates and Charges) will apply before any additional labor is undertaken. Additional Labor Charges apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is involved in the same Additional Labor Project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

A call-out of a SWBT employee for additional labor at a time not consecutive with the employee's scheduled work hours is subject to a minimum charge of four hours, i.e., when Overtime and/or Premium Time charges apply.

For testing and maintenance services, if the customer elects not to release a circuit during SWBT's business day, SWBT will work with the customer to reach a mutually agreed upon time.

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13.2 Additional Labor (Cont'd)

13.2.1 Overtime Installation

Overtime installation is that SWBT installation effort outside a Normal Business Day.

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13.2 Additional Labor (Cont'd)

13.2.2

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13.2 Additional Labor (Cont'd)

13.2.3 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which SWBT personnel stand by to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

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13.2 Additional Labor (Cont'd)

13.2.4 Testing and Maintenance with Other Local Exchange Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other local exchange companies (LECs), is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by SWBT.

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13.2 Additional Labor (Cont'd)

13.2.5 Other Labor

Other Labor is that additional labor not included in 13.2.1 through 13.2.4 preceding, including, but not limited to labor incurred to extend the Point of Termination as set forth in 2.1.4 (Provision of Services) preceding, and labor incurred to accommodate a specific customer request that involves only labor which is not covered by another section of this tariff.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services

13.3.1 Easy Access Dialing

(A) General Description

Easy Access Dialing is an arrangement whereby an end user customer (herein referred to as customer) for Telephone Exchange Service lines and/or trunks, Feature Group A (FGA) lines and Centrex lines, or the person or persons who have legal authority to give SWBT permission to place public pay telephones on their premises(s) and who control access to or usage of the public pay telephones, (herein referred to as agent) may select and designate to SWBT an interexchange carrier (IC) to access, without dialing an access code, except "1+" for intraLATA toll calls. These are referred to as the customer's IntraLATA Primary Interexchange Carrier (LPIC).

Each IC will have one or more access codes assigned to it for its various types of service. When a customer or agent selects an IC as its primary LPIC, only one access code of that IC may be incorporated into the switching system of SWBT permitting access to the IC(s) by the customer or agent without dialing an access code except "1".

Should a customer or agent wish to use other services of the same IC or services of a different IC, it will be necessary for the customer or agent to dial the necessary access code(s) to reach that IC's other service(s).

At the time a customer or agent advises SWBT of its LPIC, SWBT will use the IC access code for that IC from the designated carrier list unless the customer at that time directs SWBT to use a different access code assigned to the customers chosen IC.

Interstate intraLATA toll calls, service between points in different states which are in the same Local Access and Transport Area, will be routed to the LPIC selected by the customer.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.1 Easy Access Dialing (Cont'd)

(B) LPIC Assignments

SWBT will make changes in the customer's LPIC assignment pursuant to (1) through (3) following:

(1) New Service Requests

New customers will be asked to select a LPIC when they place an order with SWBT for Telephone Exchange Service, FGA, WATS Access Line Service and Plexar Service.

For Telephone Exchange Service, FGA, and WATS Access Line Service, customers may select a separate LPIC for each line requested.

For Plexar service, customers may select their LPIC for a single Plexar line, multiple Plexar Lines or the Plexar Group. A Plexar Group defines a group of Plexar facilities (i.e., line, trunks, attendant features, etc.) with a common dialing pattern. A customer may have multiple Plexar Groups.

Any change subsequent to the initial LPIC selection will incur Easy Access Dialing Change charges as set forth in Section 13.4.3, following, specific to the line or lines being changed.

New customers may also designate that they do not want a LPIC. This choice (No-LPIC) is considered a valid LPIC selection. Any subsequent changes will incur Easy Access Dialing Change charges as set forth in Section 13.4.3, following, specific to the line or lines being changed.

On all requests for new service, SWBT will notify the customer of the LPIC assigned to the relevant line(s).

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.1 Easy Access Dialing (Cont'd)

(B) LPIC Assignments (Cont'd)

(2) Existing Service Requests

(a) Customers of existing Telephone Exchange Service, FGA lines, WATS Access Line Service and Plexar Service may request changes to their LPIC according to the selection options set forth in (B)(1) preceding (e.g., separate LPIC, No-LPIC). For these services, SWBT will make LPIC changes based upon the following:

- (1) For customer initiated requests, SWBT will make LPIC changes upon notification by the customer of the change desired.
- (2) For IC initiated changes of customer LPIC assignments, SWBT will make LPIC changes pursuant to an IC-provided list of customers accepted by SWBT under a Limited Blanket Agency Agreement. ICs must obtain customer verification, pursuant to the commissions substantive rules on the Selection of Telecommunications Utilities, on all their customers and LPIC changes.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.1 Easy Access Dialing (Cont'd)

(C) Rate Regulations

- (1) Unless otherwise specified, Easy Access Dialing Change charges apply to each LPIC selection on Telephone Exchange Service, FGA lines, WATS Access lines and Plexar lines, including changes to or from a No-LPIC designation.

Easy Access Dialing Change charges are set forth in Section 13.4.3 following.

(2) Subsequent Selection

Any change to the customer's initial LPIC will result in LPIC Change Charges as set forth in 13.4.3 following.

A nonrecurring charge, as set forth in 13.4.3 following, to process a change in Presubscription is bifurcated into two (2) separate nonrecurring charges and applies as follows:

- (a) A nonrecurring charge applies when the request to change Presubscription is submitted through mechanized methods.
(b) A nonrecurring charge applies when the request to change Presubscription is submitted through manual methods.

As used above, manual methods are (i) personal interaction between a customer, or a person acting on behalf of a customer, and a SWBT employee; and (ii) any written submission from a customer, or a person acting on behalf of a customer, to a SWBT service center. Mechanized methods shall include all other methods. If a request utilizing a mechanized method results in manual processing, the mechanized nonrecurring charge shall apply upon completion of the request.

(3) Telephone Exchange Service lines, FGA and BSA-A lines, and WATS Access lines

For a single LPIC change, the per LPIC change charge applies. For multiple LPIC changes on a single order, the per LPIC change charge applies to the first LPIC changed and the per supplemental change charge applies to each additional LPIC. For LPIC changes requested on multiple access lines on a single order, the per LPIC change charge applies to the first LPIC changed and the per supplemental change charge applies to each additional LPIC.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.1 Easy Access Dialing (Cont'd)

(C) Rate Regulations

(4) Plexar Lines

Easy Access Dialing Change charges are applied for each LPIC change on a per LPIC, per supplemental LPIC, per group and per additional group basis.

For LPIC change to a single Plexar line, the per LPIC Change charge applies. For LPIC changes to multiple Plexar lines on a single order, the per LPIC change charge applies to the first LPIC changed and the supplemental LPIC change charge applies to each additional LPIC changed.

(5) Pay Telephone SmartCoinsm Access Lines

If the customer's LPIC elects not to submit an order for its 1+ intraLATA sent paid traffic from SmartCoinsm Access Lines or fails to select a designated subcontractor (secondary service provider) for such traffic, the 1+ IntraLATA carrier sent paid traffic will be routed to the existing default 1+ intraLATA carrier (provided such carrier continues to accept the traffic) until the customers' LPIC is ready to handle the or 1+ intraLATA sent paid traffic, or makes arrangements with another IC to handle the traffic, as set forth in Section 21 Coin Services, following.

(6) Reseller

A reseller of the Company's Telephone Exchange Service (either lines or trunks), FGA lines, WATS Access lines or Plexar lines will be charged Easy Access Dialing nonrecurring charges as applicable.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.1 Easy Access Dialing (Cont'd)

(C) Rate Regulations

(7) LPIC Disputes

The alleged unauthorized carrier will be billed the appropriate Easy Access Dialing Change Charge(s) for the alleged unauthorized change and the appropriate Easy Access Dialing Change Charge(s) to change the customer to their preferred IC. The Easy Access Dialing Change Charge(s) as set forth in section 13.4.3 (A) following will apply.

(8) Intraexchange Carrier Pays Billing Option

The Intraexchange Carrier Pays (IC Pays) Billing Option is an option that permits an Intraexchange Carrier to be charged by The Telephone Company for their end user's LPIC change charge when the Telephone Company changes an end user's primary IC assignment.

The LPIC change may either be requested via an IC-provided end user Or agent list submitted in the Customer Account Record Exchange (CARE) format (IC Pays - Carrier Initiated) or by the end user customer directly to the Telephone Company (IC Pays - Customer Initiated).

ICs that subscribe to "IC Pays - Carrier Initiated" have the option to redirect billing of the LPIC change charge on a case by case basis.

For ICs that subscribe to "IC Pays - Customer Initiated", all end user LPIC changes to the IC's CIC (and at the IC's option, changes from the IC's CIC to "No LPIC") initiated through the Telephone Company will be redirected to the IC.

The IC submitting the LPIC change must sign an IC Pays Billing Option agreement with the Telephone Company for either of the IC Pays Billing Options to apply.

When these conditions have been met, the end user customer will not be assessed the Presubscription change charge for the LPIC change. The IC participating in the IC Pays Billing Option will be charged the Presubscription change charge per line or trunk as set forth in Section 13.4.3 (A) following.

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13.3 Miscellaneous Services (Cont'd)

13.3.2 Maintenance of Service

The charges for Maintenance of Service are deregulated. Terms and conditions are located in the AT&T Interstate Access Guidebook.

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13.3 Miscellaneous Services (Cont'd)

13.3.3 Provision of Access Service Billing Information

- (A) The customer will receive its monthly bills in standard paper format.
- (B) At the option of the customer, and for an additional charge:
 - (1) Customer monthly bills may be provided on magnetic tape,
 - (2) Billing detail and/or information may be transmitted to the customer premises by data transmission,
 - (3) Additional copies of the customer monthly bill or service and features record may be provided in standard paper or microfiche format.
- (C) Upon acceptance by SWBT of an order for data transmission, SWBT will determine the period of time to implement the transmission of such material on an individual order basis.
- (D) The rates and charges for the provision of Access Service Billing Information are as shown in 13.4.5 (Rates and Charges).

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13.3 Miscellaneous Services (Cont'd)

13.3.4 Restoration Priority

SWBT will arrange a Special Access Service for Restoration Priority (RP) on receipt of certification in conformance with Part 64, Subpart D, Appendix A of the F.C.C.'s Rules and Regulations. A charge applies when a request to provide or change an RP is received either subsequent to the issuance of an Access Order or following installation of the Special Access Service. No charge applies when an RP is discontinued.

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13.3 Miscellaneous Services (Cont'd)

13.3.5 Standard Jacks - Registration Program

Standard jacks provided by SWBT connect Registered Equipment to those services that are subject to the Registration Program as set forth in Technical Reference Publication AS No. 1. The use of jacks is covered in Part 68 of the F.C.C.'s Rules and Regulations. Specific jacks are described in the document on file with the F.C.C. entitled "Descriptions of Standard Registration Program Connection Configurations Supplementing Configurations Described in Subpart F of Part 68 of the F.C.C.'s Rules and Regulations."

These jacks are used to terminate services provided by SWBT. Other services or facilities provided by SWBT or by others may also be terminated in any spare capacity of the jacks remaining after installation without additional charge for the use of such capacity.

The nonrecurring charges for standard jacks, which include installation, and their typical uses are set forth in 13.4 (Rates and Charges).

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.6 Testing Services for Switched Access Services

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in 13.4 (Rates and Charges). Other testing services, which are described in 6.5.9 (Testing), are provided by SWBT in association with Switched Access Service and are furnished at no additional charge.

Testing Services are normally provided by SWBT personnel at SWBT locations. However, a customer may request SWBT personnel to perform testing services at the customer premises, as set forth in 13.3.7(B) following.

The Testing Services offered under this section of the tariff are made subject to the availability of the necessary qualified personnel and test equipment at the various test locations.

Testing Services for Switched Access Services (excluding Switched Transport) are comprised of:

- Tests which are performed during the installation of a Switched Access Service, and
- Tests which are performed after acceptance of such access services by a customer, i.e., in-service tests.

These in-service tests may be further divided into two broad categories of tests: scheduled and nonscheduled.

Scheduled tests are those tests performed by SWBT on a regular basis, e.g., monthly, which result in the measurement of Switched Access Service.

Scheduled tests may be performed on:

- An automatic basis (i.e., no SWBT or customer technicians involved),
- On a cooperative basis (i.e., SWBT technician(s) involved at SWBT office(s) and customer technician(s) involved at customer's premises), or
- A manual basis (i.e., SWBT technician(s) involved at SWBT office(s) and at customer's premises).

Nonscheduled tests are performed by SWBT "on demand", which result in the measurement of Switched Access Service. Nonscheduled tests may involve SWBT technicians at SWBT offices and at the customer's premises.

For Switched Transport, the optional Testing Services set forth in 13.3.7 (Testing Services for Special Access) are also available. Tests for Voice Grade Special Access are available for Switched Transport using voice grade connections, tests for Special Access digital services are available for Switched Transport using DS1 connections, and tests for MegaLink Custom service are available for Switched Transport using DS3 connections.

13.3 ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES
Miscellaneous Services (Cont'd)

13.3.6 Testing Services for Switched Access Services (Cont'd)

Rates and charges for Testing Services for Switched Access Service are as specified in 13.4.8. When charges apply on a first and additional basis for each half hour or fraction thereof and more than one technician is involved in the same testing project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

In addition, a call-out of a SWBT employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours, i.e., Overtime and/or Premium Time.

(A) Additional Cooperative Acceptance Testing (ACAT)

Additional Cooperative Acceptance Testing (ACAT) of Switched Access Services involves SWBT provision of a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consist of the following tests:

- C-Notched Noise
- Impulse Noise
- Phase Jitter
- Signal to C-Notched Noise Ratio
- Intermodulation (nonlinear) Distortion
- Frequency Shift (Offset)
- Envelope Delay Distortion
- Dial Pulse Percent Break

(B) Automatic Scheduled Testing (AST)

Automatic Scheduled Testing (AST) to the first point of switching of Switched Access Services (Feature Groups B and D) where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent, will consist of monthly loss and C-message noise tests and annual balance test. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance tests, the IC may also order, at additional charges, gain-slope and C-notched noise testing.

SWBT will provide a monthly AST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

AST is provided as Basic Testing or Additional Testing. Basic Testing is divided into three categories, i.e., 1004 Hz Loss Tests, C-Message Noise Tests and Return Loss (Balance) Tests. An order for testing must consist of, at a minimum, twelve (12) 1004 Hz Loss Tests per transmission path and one (1) Return Loss (Balance) Test per transmission path, per year. Basic Testing is subject to a one year minimum contract period and annually thereafter.

Additional Testing is divided into two categories, i.e., Gain-Slope Tests and C-Notched Noise Tests. Additional Testing may be ordered by the customer 60 days prior to the start of the customer prescribed schedule. The customer may also specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.1 Miscellaneous Services (Cont'd)

13.3.6 Testing Services for Switched Access Services (Cont'd)

(C) Cooperative Scheduled Testing (CST)

Cooperative Scheduled Testing (CST) to the first point of switching for Switched Access Services (Feature Groups B and D and Directory Access Service not routed through an access tandem), where SWBT provides a technician and its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests, will consist of quarterly loss and C-message noise tests, and annual balance tests. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance measurements, the customer may also order, at additional charges, gain-slope and C-notched noise testing.

SWBT will provide, on a quarterly basis, a CST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

CST is provided as Basic Testing or Additional Testing. Basic Testing is divided into three categories, i.e., 1004 Hz Loss Tests, C-Message Noise Tests and Return Loss (Balance) Tests. An order for testing must consist of, at a minimum, four (4) 1004 Hz Loss Tests per transmission path, four (4) C-Message Noise Tests per transmission path and one (1) Return Loss (Balance) Test per transmission path, per year. Basic Testing is subject to a one year minimum contract period and annually thereafter.

Additional Testing is divided into two categories, i.e., Gain-Slope Tests and C-Notched Noise Tests. Additional Testing may be ordered by the customer 60 days prior to the start of the customer prescribed schedule. The customer may also specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

(D) Manual Scheduled Testing (MST)

Manual Scheduled Testing (MST) to the first point of switching for Switched Access Services (Feature Groups B and D and Directory Access Service not routed through an access tandem), where SWBT provides a technician at its office(s) and at the customer's premises, will consist of quarterly loss and C-message noise tests, and annual balance tests. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance tests, the customer may also order, at additional charges, gain-slope and C-notched noise testing.

SWBT will provide, on a quarterly basis, a MST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.6 Testing Services for Switched Access Services (Cont'd)

(D) Manual Scheduled Testing (MST) (Cont'd)

MST is provided as Basic Testing or Additional Testing. Basic Testing is divided into three categories, i.e., 1004 Hz Loss Tests, C-Message Noise Tests and Return Loss (Balance) Tests. An order for testing must consist of, at a minimum, four (4) 1004 Hz Loss Tests per transmission path, four (4) C-Message Noise Tests per transmission path and one (1) Return Loss (Balance) Test per transmission path, per year. Basic Testing is subject to a one year minimum contract period and annually thereafter.

Additional Testing is divided into two categories, i.e., Gain-Slope Tests and C-Notched Noise Tests. Additional Testing may be ordered by the customer 60 days prior to the start of the customer prescribed schedule. The customer may also specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

(E) Nonscheduled Testing (NST)

Nonscheduled Testing (NST) to the first point of switching for Switched Access Services is where:

- The customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent ("automatic testing"), or
- SWBT provides a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests ("cooperative testing"), or
- SWBT provides a technician at its office(s), and/or at the customer's premises with suitable test equipment to perform the required tests ("manual testing").

Nonscheduled Tests may consist of any tests, e.g., loss, noise, slope, envelope delay, which the customer may require.

(F) Obligations of the Customer

- (1) The customer shall provide the Remote Office Test Line priming data to SWBT, as appropriate, to support AST as set forth in (B) preceding or NST as set forth in (E) preceding.
- (2) The customer shall make the facilities to be tested available to SWBT at times mutually agreed upon.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.3 Miscellaneous Services (Cont'd)

13.3.7 Testing Services for Special Access Service

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in 13.4 (Rates and Charges). Other testing services (i.e., Acceptance Testing) are described in 7.1 and are provided by SWBT in association with Special Access Service are furnished at no additional charge.

Testing services are normally provided by SWBT personnel at SWBT locations. However, a customer may request SWBT personnel to perform testing services at the customer premises, as set forth in (A) and (B) following.

The Testing Services offered under this section of the tariff are made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A) following.

Rates and Charges for Testing Services for Special Access Service apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is involved in the same testing project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories.

In addition, a call-out of a SWBT employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours, i.e., Overtime and/or Premium Time.

(A) Additional Cooperative Acceptance Testing (ACAT)

When a customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, SWBT will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing on Voice Grade Services or Special Access Digital Services. At the customer's request, SWBT will provide a technician at the customer's premises or at the end user premises.

These tests may, for example, consist of the following:

(1) Voice Grade Services

- VG1 through VG5: Attenuation Distortion, C-Message Noise and Echo Control, or
- VG6 through VG12: Attenuation Distortion, C-Message Noise, Echo Control, Impulse Noise, Phase Jitter, Intermodulation Distortion, Envelope Delay Distortion and Frequency Shift.

(2) Special Access Digital Services

- Additional testing time, e.g. 24 hours, or
- Additional test patterns not defined in Technical Reference Publication 76625, or
- Phase Jitter.

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13.3 Miscellaneous Services (Cont'd)

13.3.7 Testing Services for Special Access Service (Cont'd)

(B) Nonscheduled Testing (NST)

When a customer provides a technician at its premises with suitable test equipment to perform the required tests, SWBT will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the customer's request, SWBT will provide a technician at the customer's premises. Nonscheduled tests may consist of any tests, e.g., loss, noise, slope, envelope delay, which the customer may require.

(C) Obligation of the Customer

When the customer subscribes to the Testing Service as set forth in this section, the customer shall make the facilities to be tested available to SWBT at times mutually agreed upon.

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13.4 Rates and Charges

The applicable FID or USOC is included where appropriate.

13.4.1 Additional Engineering

<u>Additional Engineering Periods (AEH)</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic time	\$ 66.00	\$ 39.79
Overtime	73.41	47.20

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13.4 Rates and Charges (Cont'd)

13.4.2 Additional Labor

<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(A) <u>Installation</u> (ALH)		
- Overtime	\$ 29.31	\$ 3.10
- Premium Time	32.42	6.21
(B) <u>Stand by</u> (ALT)		
- Basic Time	0.00	17.91
- Overtime	0.00	21.01
- Premium Time	0.00	24.12
(C) <u>Testing and Maintenance with Other Local Exchange Companies, or Other Labor</u> (ALK)		
- Basic Time	44.12	17.91
- Overtime	47.22	21.01
- Premium Time	50.33	24.12
(D) <u>Special Access Move Charges</u>		

The charges for moving the point of termination of Special Access Service within the same building are as follows:

	<u>Nonrecurring Charge</u>		
	<u>Basic</u>	<u>Overtime</u>	<u>Premium</u>
Initial Charge			
- First 15 minutes or fraction thereof of billable work	\$ 18.50	\$ 22.75	\$ 27.00
Additional Charge			
- Each additional 15 minutes or fraction thereof of billable work	10.50	12.50	14.75

SWBT offers to provide this service only during normal working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday. All work other than during normal working hours shall be performed at the sole discretion of SWBT at the rates indicated above.

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13.4 Rates and Charges (Cont'd)

13.4.3 Easy Access Dialing

(A) Easy Access Dialing Change Charge

Nonrecurring Charge

Residence/Business Plexar Lines:

- per manual LPIC charge	\$4.38
- per manual supplemental LPIC change	2.36
- per mechanized LPIC change	1.61
- per mechanized supplemental LPIC change	1.61

Plexar Groups:

- per group change	\$27.16
- per group supplemental line change	.34

(B) (Reserved for Future Use)

(C) (Reserved for Future Use)

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13.4 Rates and Charges (Cont'd)

13.4.4 Maintenance of Service

(This section is intentionally left blank.)

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13.4 Rates and Charges (Cont'd)

13.4.5 Provision of Access Service Billing Information

	<u>Rates</u>
(A) Provision of Standard Billing Detail and/or Information in magnetic tape format - per record (DMT)	ICB
(B) Data Transmission to a customer's premises of Billing Detail and/or Information - per record transmitted (BOD DT)	ICB
(C) Additional Copies of the customer's monthly bill or service and feature record in standard paper or microfiche format - per page (NOB NEL) - per microfiche record (BOD FH)	ICB

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13.4 Rates and Charges (Cont'd)

13.4.6 Restoration Priority

Per service arranged

Nonrecurring Charge

\$ 104.02

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.4 Rates and Charges (Cont'd)

13.4.7 Standard Jacks - Registration Program

The nonrecurring charges, which include installation, for standard jacks and their typical uses are set forth following:

	<u>Nonrecurring Charge</u>
(A) <u>Standard Voice Jacks</u>	
(1) Miniature six-position jacks for connection of terminal equipment as follows:	
(a) Single line telephone set surface or flushed mounted. (RJ11C)	\$ 10.00
(b) Single line telephone sets wall mounted. (RJ11W)	10.00
(c) Two-line nonkey telephone sets surface or flush mounted. (RJ14C)	10.00
(d) Single-line bridged 4-wire exchange 2/RT, T1/R1. (RJ1DC)	10.00
(e) Two-line nonkey telephone sets wall mounted. (RJ14W)	10.00
(f) Special single line equipment for use in hospital critical care areas. (RJ17C)	10.00
(g) 9DB single line data equipment with mode indication and mode indication common leads. This jack is normally used in association with a series jack. (RJ16X)	10.00
(h) Three-line nonkey telephone sets and ancillary devices. (RJ25C)	49.00

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.4 Rates and Charges (Cont'd)

13.4.7 Standard Jacks - Registration Program (Cont'd)

	<u>Nonrecurring Charge</u>
(A) <u>Standard Voice Jacks</u> (Cont'd)	
(2) 50 Position Miniature Ribbon for connection of multiline terminating equipment and channel derivation devices as follows:	
(a) For connection to 2-wire tie trunks E&M type I signaling. (12 line capacity) (RJ2EX)	\$ 160.00
(b) For connection to 4-wire tie trunks E&M type I signaling. (8 line capacity) (RJ2GX)	160.00
(c) For connection to 2-wire tie trunks E&M type II signaling. (8 line capacity) (RJ2FX)	160.00
(d) For connection to 4-wire tie trunks E&M type II signaling. (6 line capacity) (RJ2HX)	160.00
(e) For connection to off-premises station lines. (25 line capacity) (RJ21X)	160.00
(f) For use with series devices such as toll restrictors. (12 line capacity) (RJ71C)	105.00
(g) For connection of up to 12 line bridged 4-wire exchange 2/RT, T1/R1. (RJ2DX)	100.00
(3) Series Jacks for connection of terminal equipment as follows:	
(a) Single line alarm reporting devices. (RJ31X)	66.00
(b) Series ancillary devices such as automatic dialers. Single line sets with exclusion. (RJ32X)	66.00
(c) Two line telephone sets with exclusion on one line. (RJ37X)	66.00

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.4 Rates and Charges (Cont'd)

13.4.7 Standard Jacks - Registration Program (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(A) <u>Standard Voice Jacks</u> (Cont'd)		
(4) Weatherproof Jack for use with single line telephone sets used at locations such as boats and marinas. (RJ15C)		\$ 120.00
(B) <u>Standard Data Jacks</u>		
(1) Universal Data Jack for use in connecting fixed loss loop (FLL) and programmed (P) types of data equipment. (1 line capacity) (RJ41S)		65.00
(2) Programmed Data Jack for use in connecting programmed data equipment. (1 line capacity) (RJ45S)		65.00
(3) Multiple Line Universal Data Jack for use in connecting fixed loss loop (FLL) and programmed (P) types of data equipment. This jack will terminate up to eight lines. The selection of this jack requires the use of the equipment listed following. (RJ26X)		250.00
(a) Multiple Line Universal Data Jack Circuit Cards. For use with RJ26X. One circuit card per circuit required. (RJ26S)		79.00
(b) Multiple Line Universal Data Jack Mounting options. For use with RJ26X. One required per per RJ26X.		
- Wall Mounting with cover. (RJM3X)		45.00
- Rack Mounting. (19 inch or 23 inch) (RJM4X)		28.00

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.4 Rates and Charges (Cont'd)

13.4.8 Testing Services for Switched Access Services

(A) Additional Cooperative Acceptance Testing (ACAT)

<u>Testing Periods (UBCX+)</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time	\$ 43.75	\$ 17.54
Overtime	47.02	20.81
Premium Time	50.29	24.08

(B) Automatic Scheduled Testing (AST)

	<u>Monthly Rates</u>
(1) <u>Basic Tests</u> (UBGX+)	
(a) 1004 Hz Loss Tests performed within a one year period, per test ordered, per transmission path	\$ 0.06
(b) C-Message Noise Tests performed within a one year period, per test ordered, per transmission path	0.06
(c) Return Loss (Balance) Tests performed within a one year period, per test ordered, per transmission path	0.06
(2) <u>Additional Tests</u> (UBGX+)	
(a) Gain-Slope Tests performed within a one year period, per test ordered, per transmission path	0.06
(b) C-Notched Noise Tests performed within a one year period, per test ordered, per transmission path	0.06

Example:

A customer schedules 13 1004 HZ Loss Tests, 13 C-Message Noise Tests and 2 Return Loss Tests on one trunk for a year. The charges will be computed as follows:

$$\begin{array}{r}
 13 \times .06 = \$ 0.78 \\
 +13 \times .06 = \quad 0.78 \\
 + 2 \times .06 = \quad 0.12 \\
 \hline
 \$ 1.68 \text{ per month, per trunk}
 \end{array}$$

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.4 Rates and Charges (Cont'd)

13.4.8 Testing Services for Switched Access Services (Cont'd)

(C) Cooperative Scheduled Testing (CST)

	<u>Monthly Rates</u>
(1) <u>Basic Tests</u> (UBSX+) {1}	
(a) 1004 Hz Loss Tests performed within a one year period, per test ordered, per transmission path	\$ 0.34
(b) C-Message Noise Tests performed within a one year period, per test ordered, per transmission path	0.25
(c) Return Loss (Balance) Tests performed within a one year period, per test ordered, per transmission path	0.55
(2) <u>Additional Tests</u> (UBSX+)	
(a) Gain-Slope Tests performed within a one year period, per test ordered, per transmission path	0.34
(b) C-Notched Noise Tests performed within a one year period, per test ordered, per transmission path	0.25

Example:

A customer schedules 6 1004 Hz Loss Tests, 6 C-Message Noise Tests and 4 Return Loss Tests on one trunk each month for a year. The charges will be computed as follows:

$$\begin{array}{r} 6 \times \$0.34 = \$ 2.04 \\ +6 \times 0.25 = 1.50 \\ +4 \times 0.55 = 2.20 \\ \hline \$ 5.74 \text{ per month, per trunk} \end{array}$$

{1} Subject to a one year minimum contract period, and annually thereafter.

ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

13.4 Rates and Charges (Cont'd)

13.4.8 Testing Services for Switched Access Services (Cont'd)

(D) Manual Scheduled Testing (MST)

Monthly
Rates

(1) Basic Tests (UBMX+) {1}

- | | |
|---|---------|
| (a) 1004 Hz Loss Tests performed within a one year period, per test ordered, per transmission path | \$ 0.90 |
| (b) C-Message Noise Tests performed within a one year period, per test ordered, per transmission path | 0.59 |
| (c) Return Loss (Balance) Tests performed within a one year period, per test ordered, per transmission path | 1.20 |

(2) Additional Tests (UBMX+)

- | | |
|--|------|
| (a) Gain-Slope Tests performed within a one year period, per test ordered, per transmission path | 0.90 |
| (b) C-Notched Noise Test performed within a one year period, per test ordered, per transmission path | 0.59 |

Example: See (C) preceding.

(E) Nonscheduled Testing (NST) - Automatic (USCX+)

Nonrecurring
Charges

- | | |
|---|----------|
| (1) 1004 Hz Loss, per test performed | \$ 12.44 |
| (2) C-Message Noise, per test performed | 12.44 |
| (3) Return Loss (Balance), per test performed | 12.44 |
| (4) Gain-Slope, per test performed | 12.44 |
| (5) C-Notched Noise, per test performed | 12.44 |

{1} Subject to a one year minimum contract period, and annually thereafter.

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13.4 Rates and Charges (Cont'd)

13.4.8 Testing Services for Switched Access Services (Cont'd)

(F) Nonscheduled Testing (NST) - Cooperative

<u>Testing Periods</u> (USSX+)	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time	\$ 43.75	\$ 17.54
Overtime	47.02	20.81
Premium Time	50.29	24.08

(G) Nonscheduled Testing (NST) - Manual

<u>Testing Periods</u> (USMX+)	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time	43.93	17.72
Overtime	47.12	20.91
Premium Time	50.31	24.10

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13.4 ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES
Rates and Charges (Cont'd)

13.4.9 Testing Services for Special Access Service

(A) Additional Cooperative Acceptance Testing (ACAT)

<u>Testing Periods</u> (SNTX+)	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time	\$ 44.12	\$ 17.91
Overtime	47.22	21.01
Premium Time	50.33	24.12

(B) Nonscheduled Testing (NST)

<u>Testing Periods</u> (SNOX+)	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
Basic Time	44.12	17.91
Overtime	47.22	21.01
Premium Time	50.33	24.12

SPECIAL CONSTRUCTION

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SPECIAL CONSTRUCTION

14.1 General

This Section contains the regulations, liabilities, rates and charges applicable for special construction of SWBT facilities which are used to provide services offered in this and other SWBT tariffs.

When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates and charges set forth in this and other SWBT Tariffs.

(A) Conditions Requiring Special Construction

Special construction is required when 1) suitable facilities are not available to meet an order for service, and 2) SWBT constructs facilities, and 3) one or more of the following conditions exist:

- SWBT has no other requirement for the facilities.⁽¹⁾

- It is requested that service be furnished using a type of facility, or via a route, other than that which SWBT would normally utilize in furnishing the requested service.

- More facilities are requested than would normally be required to satisfy an order.

- It is requested that construction be expedited, resulting in added cost to SWBT.

(B) Provisioning

(1) Installation Interval

Based on available information and the type of service ordered, SWBT will establish a completion date for the specially constructed facilities. SWBT will make every reasonable effort to assure that the date is met. However, shortage of material, personnel or other factors may lengthen the installation interval. SWBT does not guarantee that the facilities will be available on the scheduled date and assumes no liability if that date is missed. If the scheduled completion date cannot be met, the customer will be notified and a new completion date will be established.

(2) Ownership of Facilities

SWBT retains ownership of all specially constructed facilities.

⁽¹⁾ Amended language to align with Federal Special Construction requirements.

SPECIAL CONSTRUCTION

14.1 General (Cont'd)

(C) Billing and Payments

(1) Start/End of Billing (1)

Billing of recurring charges for specially constructed facilities starts on the day after the facilities are made available for use. Billing accrues through and includes the day that the specially constructed facilities are discontinued.

(2) Payment of Charges

All bills associated with special construction are due in accordance with the appropriate regulations in the service tariff under which service is being provided.

(3) Nonpayment of Charges

If a customer fails to pay special construction charges due, refusal and discontinuance of the services using the specially constructed facilities shall be in accordance with the appropriate regulations in the service tariff under which service is being provided.

(4) Credit Allowance for Service Interruptions (1)

In the event of a service interruption involving a specially constructed facility, the customer shall receive a recurring monthly charge credit per the credit allowance provisions in the appropriate service tariff associated with the affected service.

When an interruption continues due to the failure of the customer to authorize the replacement of facilities subject to a replacement charge, as specified in 14.2(B)(4), the credit allowance will be terminated on the seventh calendar day after SWBT has provided the customer with written notification of the need for replacement. The credit allowance will resume on the day after SWBT receives written authorization for the replacement from the customer.

(1) This regulation is applicable to special construction cases filed prior to May 13, 1996.

SPECIAL CONSTRUCTION

14.2 Liabilities and Charges

Various charges and liabilities may apply when SWBT provides special construction of facilities in accordance with an order for service. These charges and liabilities are based on estimated or actual costs as detailed following:

- Special construction charges and liabilities will be developed based on estimated costs, except when actual costs are requested in writing prior to the start of special construction.
- In order to meet a scheduled service date when actual costs are requested, an initial special construction case will be made based on estimated costs. Such case will be revised when actual costs are available.

Depending on the specifics associated with each individual case, one or more of the following special construction charges and/or liabilities may be applicable. Written approval of all the liabilities and charges must be provided to SWBT prior to the start of construction.

Service rates provided under ICB contract terms are inclusive of any required construction costs. Special construction charges and liabilities apply only to tariff-rated services and to ICB-rated services ordered on a month-to-month basis.

(A) Recurring Monthly Charge for Route or Type other than Normal (1)

When special construction is requested using a route or type of facility other than that which SWBT would normally use, a recurring monthly charge, in addition to the monthly rates for service, is applicable. The charge is equal to the difference between the recurring costs of the specially constructed facilities and the recurring cost of the facilities SWBT would have normally used.

- (a) When an Optional Payment Charge as set forth in 14.2(B)(3) has been elected, the recurring monthly charge will include specially constructed facility operating expenses only.
- (b) If the actual cost option as set forth in 14.2 has been elected, the recurring charge will be adjusted to reflect the actual cost of the new construction when the costs have been determined. This adjusted recurring charge is applicable from the start of service.

(B) Nonrecurring Charges

A nonrecurring charge always applies and includes one or more of the following components:

(1) Quotation Charge

A nonrecurring charge for the preparation of a quotation applies whenever an estimate for special construction charges and liabilities is requested.

In order to comply with Government regulations, a quotation charge will not apply when submitting unsolicited quotes or when submitting quotes in response to a general Request for Proposal or Invitation to Bid from agencies or branches of the Government.

(1) This charge is applicable to special consideration cases filed prior to May 13, 1996.

SPECIAL CONSTRUCTION

14.2 Liabilities and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(2) Expediting Charge

A nonrecurring charge may include an expediting charge when it is requested that special construction be completed on an expedited basis. The charge equals the difference in estimated cost between expedited and nonexpedited construction.

(3) Optional Payment Charge (1)

An optional payment charge may be included in the nonrecurring charge in association with a type of facility or route other than that which SWBT would normally use in furnishing the requested service if lower recurring monthly charges are desired for the specially constructed facilities. This charge is equal to the excess installed cost or the total nonrecoverable cost, whichever is less. This election must be made in writing, before special construction starts. If this election is coupled with the actual cost option, the optional payment charge will reflect the actual cost of the specially constructed facilities.

(4) Replacement Charge (1)

If any portion of specially constructed facilities for which an optional payment charge has been paid requires replacement involving capital investment, a replacement charge will apply. This charge will be in the same ratio to the total replacement cost as the initial optional payment charge was to the installed cost of the original specially constructed facilities. If any portion of the facilities subject to the replacement charge fails, service will not be restored until notification is provided in writing that replacement is required and such replacement is ordered.

(5) Rearrangement Charge

If SWBT is requested to rearrange existing specially constructed facilities, a nonrecurring charge component equal to the cost of the rearrangement will apply.

(6) Special Construction of Facilities for Use for Less than One Month

When SWBT is requested to construct facilities to provide service for less than one month, a nonrecurring charge only applies. In addition to the quotation preparation charge component, this nonrecurring charge recovers all elements of cost, including engineering, shipping of equipment, equipment installation, line-up, equipment leasing, space rental, equipment removal, and any other costs associated with the construction of the facilities.

(7) Upfront Payment (2)

Where the Telephone Company is requested to provide special construction, an upfront payment equal to the additional nonrecoverable cost⁽³⁾ will apply. One-half of the upfront payment must be paid prior to the start of construction and the remaining one-half upon completion of construction. These nonrecoverable costs will exclude those nonrecoverable costs that the Company would recover through recurring and nonrecurring charges for the associated basic service.

- (1) This charge is applicable to special construction cases filed prior to May 13, 1996.
- (2) This revision is effective as of May 13, 1996 pursuant to PURA Section 3.356 and SWBT's notification thereunder.
- (3) Amended language to align with Federal Special Construction requirements.

SPECIAL CONSTRUCTION

14.2 Liabilities and Charges (Cont'd)

(C) Lease Charge

This charge applies when SWBT leases equipment in order to meet service requirements. The amount of the charge is equal to the net added cost to SWBT caused by the lease.

(D) Cancellation Charge

This charge includes all nonrecoverable costs incurred by SWBT in association with the special construction up to and including the time of cancellation, where the customer cancels the special construction prior to the start of service.

(E) Maximum Termination Liability and Termination Charge (1)

A Maximum Termination Liability is equal to the nonrecoverable costs associated with specially constructed facilities and is the maximum amount which could be applied as a Termination Charge if all specially constructed facilities were discontinued before the Maximum Termination Liability expires. The liability period is equal to the projected average life of the account associated with the specially constructed facilities not to exceed ten years.

A Termination Charge may apply when all services using specially constructed facilities are discontinued prior to the expiration of the liability period. The charge reflects the unamortized portion of the nonrecoverable costs at the time of termination, adjusted for net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. A Termination Charge may never exceed the quoted Maximum Termination Liability.

A partial termination of specially constructed facilities will be provided, at the election of the customer. The amount of the Termination Charge associated with such partial termination is determined by multiplying the termination charge which would result if all services using the specially constructed facilities were discontinued, at the time partial termination is elected, by the percentage of specially constructed facilities to be partially terminated.

Example

A customer with a quoted Maximum Termination Liability of \$100,000 for 3600 specially constructed facilities requests a partial termination of 900 facilities. The Termination Charge for all facilities, at the time of election, is \$60,000. The partial termination charge, in this example, is \$60,000 x 900/3600, or \$15,000. The remaining Maximum Termination Liability amount would be based on the remaining percentage of facilities, \$100,000 x 2700/3600, or \$75,000.

When the construction involves multiple classes of plant with differing lives, the liability period is equal to the weighted average of the projected account lives involved in the special construction case, using nonrecoverable investment as the basis for weighting.

(1) This charge is applicable to special construction cases filed prior to May 13, 1996.

SPECIAL CONSTRUCTION

14.2 Liabilities and Charges (Cont'd)

(E) Maximum Termination Liability and Termination Charge (Cont'd) (1)

Example

\$20,000, \$10,000 and \$5,000 nonrecoverable investments with projected average account lives of 5, 11, and 18 years, respectively, are involved in the same special construction case. The maximum termination liability periods will be calculated as follows:

20,000	X	5	=	100,000
10,000	X	11	=	110,000
5,000	X	18	=	90,000
				<u>300,000</u>
		<u>300,000</u>	=	8.6
		35,000		

The maximum termination liability period would be 9 years as a result of rounding. Fractional years will be rounded down to the nearest year when they are .4 or lower and rounded up to the nearest year when they are .5 or higher. If the result of the maximum termination liability period calculation exceeds ten years the liability period will be ten years. The liability period is generally expressed in terms of an effective date and expiration date.

(F) Annual Underutilization Liability and Underutilization Charge (1)

Prior to the start of special construction SWBT and the customer will agree on (1) the quantity of facilities to be provided, and (2) the length of the planning period during which the customer expects to place the facilities in service. The planning period is hereinafter referred to as the Initial Liability Period (ILP).

The underutilization charge is designed to reimburse SWBT for the annual recurring costs of the specially constructed facilities.

Underutilization occurs only if, at the expiration date of the ILP and annually thereafter, less than 70 percent of the specially constructed facilities are in service at filed tariff service rates.

If a customer has more than one case of specially constructed facilities at one location, then underutilization occurs when the total number of working facilities for all of the cases at that location is less than 70% of the total number of installed facilities for all cases at that location for which the ILP has expired.

An annual underutilization liability amount is developed on a per unit basis (e.g., per cable pair, DS1, etc.) for each case of special construction. This amount is equal to the annual per unit cost and includes depreciation, maintenance, administration, return, taxes and any other costs identified in the supporting documentation provided at the time the special construction case is developed.

Upon the expiration of the ILP, the number of underutilization facilities, if any, are multiplied by the annual underutilization liability amount. This product is then multiplied by the number of years (including any fraction thereof) in the ILP to determine the underutilization charge.

(1) This charge is applicable to special construction cases filed prior to May 13, 1996.

SPECIAL CONSTRUCTION

14.2 Liabilities and Charges (Cont'd)

(F) Annual Underutilization Liability and Underutilization Charge (1)
(Cont'd)

Annually thereafter, the number of underutilized facilities, if any, existing on the anniversary of the ILP expiration date will be multiplied by the annual underutilization liability amount to determine the underutilization charge for the preceding 12 month period.

Example

A customer orders 100 services and the special construction of a 600 pair cable is agreed to, based on the customer's 5 year facility requirements. The ILP, in this example, would be set at 5 years. The annual underutilization liability is set at \$2.00 per pair. If 400 pairs were in service at the end of the ILP, there would be an underutilization of 20 pairs, i.e., 420 (70% of 600) - 400 = 20. The total underutilization charge for the first 5 years would be \$200.00, or \$2.00 per pair x 20 pairs x 5 years.

If 420 pairs are in service at the end of the 6th year, there is no underutilization, i.e., $420 - 420 = 0$.

Where a customer has more than one case of specially constructed facilities at a single location, the underutilization charge is then determined by the ratio of the number of installed facilities for the case under review to the total number of facilities for all cases at that location for which the ILP has expired.

If either a partial or full termination of specially constructed facilities is requested by the customer, the expiration date of any unexpired ILP will be changed to the date of termination. Underutilization, if any, will be computed and billed based on the new ILP expiration date and will apply in addition to the appropriate termination charge.

(1) This charge is applicable to special construction cases filed prior to May 13, 1996.

SPECIAL CONSTRUCTION

14.3 Deferral of Start of Service

SWBT may be requested to defer the start of service which will use specially constructed facilities subject to the provisions set forth in the service tariff under which service is being provided. Requests for special construction deferral must be in writing and are subject to the following regulations:

(A) Construction Has Not Begun

If SWBT has not incurred any installation costs before receiving a request for deferral, no charge applies.

(B) Construction Has Begun

If the construction of facilities has begun before SWBT receives a request for deferral, charges will vary as follows:

(1) All Services Are Deferred

When all services which will use specially constructed facilities are deferred, a charge based on the costs incurred by SWBT during each month of the deferral will apply. Those costs include the recurring costs for that portion of the facilities already completed and any other costs associated with the deferral. The cost of any components of the nonrecurring charge which have been completed at the time of deferral will also apply.

(2) Some Services Are Deferred

When some services which will use the specially constructed facilities are deferred, the construction case will be completed and all special construction charges will apply.

(C) Construction Complete

If the construction of facilities has been completed before SWBT received a request for deferral, all special construction charges will apply.

SPECIAL CONSTRUCTION

14.4 Definitions of Special Construction Terms

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

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

average account life - Denotes the depreciation life prescribed by the Public Utility Commission for each class of telephone plant.

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

facilities - Denotes any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under the tariffs referenced by this tariff.

Initial Liability Period - Denotes the initial planning period during which the customer expects to place specially constructed facilities in service.

installed cost - Denotes the total investment (estimated or actual) required by the Company to provide specially constructed facilities.

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

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

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

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

normal construction - Denotes all facilities the Company would normally use to provide service in the absence of a request for the special construction.

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SPECIAL CONSTRUCTION

14.4 Definitions of Special Construction Terms

normal cost - Denotes the estimated cost to provide services using normal construction.

permanent facilities - Denotes facilities providing service for one month or more.

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

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

Termination Charge - Denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period.

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ACCESS FOR MICROLINK II - PACKET SWITCHING DIGITAL SERVICE

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ACCESS FOR MICROLINK II - PACKET SWITCHING DIGITAL SERVICE

15. Access for MicroLink II - Packet Switching Digital Service

15.1 Service Description

MicroLink II - Packet Switching Digital Service is an arrangement that allows a Voice Grade Data or Digital Link Special Access Service to be connected with a MicroLink II packet switch located in a SWBT premises.

The interfaces are compatible with X.25 and X.75 packet switching protocols as defined by the International Telephone and Telegraph Consultative Committee (CCITT).

This arrangement permits a Voice Grade Data or a 9.6 kbps or 56.0 kbps Digital Link Special Access Service to interface with a packet switching port.

15.2 Rate Regulations

(A) MicroLink II - Packet Switching Digital Service

Rate regulations for the MicroLink II Service portion of this service may be found in the Texas Digital Link Service Tariff. Local charges for MicroLink II service are also as specified in the Digital Link Service Tariff.

(B) Voice Grade Data or Digital Link Special Access Service

Regulations, rates and charges found in this section and in Sections 2, 5 and 7 of this Tariff are applicable to the Voice Grade Data or Digital Link Special Access Service portion of this service.

When Special Access is provided with MicroLink II, the rate elements which apply are a Channel Termination (CT) between the customer premises and its serving wire center, and Optional Features and Functions where applicable. When the customer's premises is outside the Primary Market Area, Channel Mileage will also apply.

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LONG DISTANCE CARRIER - INITIATED TOLL BLOCK

16. Long Distance Carrier - Initiated Toll Block

16.1 General

Long Distance Carrier-Initiated Toll Block, hereafter referred to as Carrier-Initiated Toll Block, is provided to Long Distance Service Providers (LDSPs) who provide service to Southwestern Bell Telephone Company, LLC (SWBT) residence customers in Texas. Carrier-Initiated Toll Block ensures that residential customers will not continue to use additional long distance service while there are unpaid debts owed their LDSP.

(T)

16.2 Service Description

Carrier-Initiated Toll Block will allow the LDSPs the ability to restrict residential, single party, flat rate customers from long distance service. The customer's serving central office and NNX code must have a Universal Emergency Number Service (911) in operation. Restriction of either InterLATA and/or IntraLATA calls is allowed with respect to the jurisdiction of the LDSP initiating the Carrier-Initiated Toll Block request. That is, if the LDSP initiating the Carrier-Initiated Toll Block is the Carrier of choice for both InterLATA and IntraLATA toll calls on the customers service, both InterLATA and IntraLATA toll calls may be blocked. If the LDSP only provides InterLATA toll service, only the InterLATA may be blocked. If the LDSP only provides IntraLATA toll service, only the IntraLATA may be blocked.

Carrier-Initiated Toll Block is a SWBT provided, central office activated service which prohibits anyone from originating a direct dialed (1+), or any operator assisted (0- or 0+) outgoing long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement provided by SWBT. The residential customer will be informed that the line is arranged for local calls only.

16.3 Service Provisioning

Carrier-Initiated Toll Block is available for residential one (1) party flat rate class of service.

16.4 Limitation of Liability

SWBT's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a LDSP, damages arising out of mistakes, omissions, interruptions, delays or errors, or defects occurring in the course of furnishing any aspect of Carrier-Initiated Toll Block service, shall not exceed an amount equivalent to the proportionate charge to the LDSP for the period

LONG DISTANCE CARRIER - INITIATED TOLL BLOCK

16. Long Distance Carrier - Initiated Toll Block (Cont'd)

16.4 Limitation of Liability (Cont'd)

in service during which such mistake, omission, interruption, delay, error, or defect in the service occurs and continues. In addition, the Liability provisions as set forth in Section 23, Paragraphs 8.1 - 8.7 of SWBT's General Exchange Tariff and Section 1, Paragraphs 4.1 - 8.2 of the SWBT's Long Distance Message Telecommunications Service Tariff are incorporated by reference.

16.5 Rate Elements

(A) The recurring rate is assessed on a per month per Working Telephone Number (WTN) basis.

(B) The nonrecurring installation charge will be applied to each request processed.

16.6 Rates and Charges

	<u>USOC</u>	<u>Rate per Month-per WTN</u>	<u>Nonrecurring Charge Per WTN²</u>
Recurring Monthly Rate ¹			
-IntraLATA URYXD		\$1.50	\$10.00
-InterLATA URYXE		\$1.50	\$10.00

¹The LDSP's monthly recurring charge cannot exceed \$1.50 per month for both InterLATA and IntraLATA blocking.

²The nonrecurring installation charge will be applied to each request processed.

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17.1 General

Operator Service is provided to customers from SWBT Operator Service System (OSS) Tandem locations. Operator Call Processing, an Operator Service, provides the ability to perform call processing activities for customers through the use of the SWBT operators. Operator Call Process Service is deployed at all SWBT end offices in a Local Access and Transport area (LATA). The OSS Tandem locations are provided in Volume 4 of the Southwestern Bell Interexchange Customer Information Handbook.

Operator Call Processing Service is provided as individual Inward Assistance functions (Operator Assistance). This service provides for the use of the SWBT OSS equipment and operators associated directly with providing the specific Operator Call Processing activity.

Operator Call Processing is provided in conjunction with the rules, regulations and services of the specified Access Services found in Section 2 (General Regulations), Section 3 (Carrier Common Line Access Service), Section 5 (Ordering for Access Service) and Section 6 (Switched Access Service).

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OPERATOR SERVICES

17.2 Service Descriptions

17.2.1 Reserved for Future Use

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17.2 Service Descriptions (Cont'd)

17.2.2 Inward Assistance Service Description

Inward Assistance Service provides operator on inward calls received from participating customers. Inward Assistance is provided when a participating customer's operator contacts a SWBT OSS operator requesting dialing and/or routing assistance. Inward Assistance functions will be performed for only one telephone number per inward call received. The Inward Assistance available are detailed as follow:

- (C) **Operator Assistance** - The OSS operator will provide the customer with dialing or routing assistance such as identifying a city when given only a NPA-NXX or verifying that a specific number is a coin station.

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17.3 Service Provisioning

17.3.1 Manner of Provisioning

- (A) Operator Call Processing trunking between the customer's premises and the OSS Tandem is provisioned as Switched Access Feature Group D (FGD) service and may be arranged, per the customer's request, as either 1-way or 2-way service. These trunk groups are established as final trunks and will be assigned data registers to obtain usage, peg count, and overflow attempt information. If a trunk(s) does not currently exist between the customer's premises and the OSS Tandem(s), the customer must establish FGD service to SWBT's OSS Tandem(s). SWBT will provide trunk side switching along with trunk answer and disconnect supervisory signaling to the customer.
- (B) (Reserved for Future Use)
- (C) When the OSS Tandem also functions as the Message Toll Service (MTS) Access Tandem, the customer may combine Operator Call Processing traffic with its MTS Switched Access traffic between the OSS Tandem and the customer's premises provided the trunk group has the same signaling and routing requirements as specified for Inward Assistance. However, Operator Call Processing traffic may not be combined with MTS Switched Access traffic if the customer provides operator functionality or coin station control.

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17.3 Service Provisioning (Cont'd)

17.3.2 Reserved for Future Use

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17.3 Service Provisioning (Cont'd)

17.3.3 Design Blocking

Trunks between the customer's premises and the OSS Tandems will follow the normal FGD blocking criteria as set forth in 6.7.3 (Design Blocking Probability). SWBT will perform routine measurement functions to inform the customer that an adequate number of transmission paths are in service to meet the normal FGC or FGD design blocking levels. However, capacity levels and trunk quantities will be the responsibility of the customer.

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17.3 Service Provisioning (Cont'd)

17.3.4 Interface Groups and Transmission Parameters

Operator Call Processing will utilize the same interface groups and transmission specifications as specified in 6.7.6 (Interface Groups) and 6.7.7 (Transmission Specifications).

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17.3 Service Provisioning (Cont'd)

17.3.6 Testing

Acceptance testing for Operator Call Processing and Testing Capabilities for FGD services utilized in conjunction with Operator Call Processing will be provided as set forth in 6.7.9 (Testing).

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17.3 Service Provisioning (Cont'd)

17.3.7 Design Layout Report

Upon request, SWBT will provide to the customer, the make-up of facilities and services provided from the customer's premises to the OSS Tandem. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided at no charge and will be reissued or updated whenever the facilities provided for the customer's use are materially changed.

OPERATOR SERVICES

17.4 Liability of SWBT

In addition to the liability statements as set forth in Section 2 (General Regulations), the following also applies.

- (A) SWBT's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of negligent mistakes, omissions, interruptions, delays or errors, defects in transmission, omission from or defects in the applicable list of customers or transfers to customers occurring in the course of furnishing service hereunder, SWBT's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of time during which such mistake, omission, interruptions, delays, errors, defects in transmission or service, omission from or defects in the applicable list of customers or transfers to customers continues. However, any such mistakes, omissions, interruptions, delays, errors, defects in transmission or service, omission from or defects in the applicable list of customers or transfers to customers which are caused by or contributed to by the negligent omission or willful act of the customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT. SWBT expressly disclaims any express or implied warranty for the aforesaid service or offering including no warranty of merchantability or warranty of fitness for any particular purpose. It is expressly acknowledged by all subscribers to the aforesaid service that errors, mistakes and omissions can and will occur and that SWBT neither warrants nor guarantees faultless or perfect service or transmission.
- (B) The customer indemnifies and saves SWBT harmless against claims for libel, slander, or infringement of copyright and trademark arising from the information transmitted over facilities furnished hereunder and against all other claims arising out of any act or omission of the customer in connection with facilities provided by SWBT.
- (C) The customer indemnifies and saves SWBT harmless against claims or suits for damages arising where the connection between the calling end user and a local emergency agency is in some way faulty or impaired, due in whole or in part to the negligent mistake or delay of SWBT. Examples of this may include, but are not limited to, instances in which SWBT, through negligent mistake or delay, may provide an incorrect local emergency agency number, delay in locating a local emergency agency number, or disconnect an in-progress call between a calling end user and a local emergency agency.

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17.5 Rate Regulations

This section contains the specific regulations governing the rates and charges which apply for Operator Call Processing Service.

Operator Call Processing is ordered under the Access Order provisions set forth in Section 5 (Ordering for Access Service). The Access Order Charge applicable for Switched Access Service will apply per access order for the installation, addition, change or rearrangement of Operator Call Processing service. Other Access Order Charges in Section 5 may also apply. In addition, jurisdictional reporting will apply as required in 2.4 (Jurisdictional Reports).

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17.5 Rate Regulations (Cont'd)

17.5.1 Reserved for Future Use

OPERATOR SERVICES

17.5 Rate Regulations (Cont'd)

17.5.2 Inward Assistance

The rates shown following apply to Inward Assistance service.

- (A) The Inward Assistance function rate category provides for the use of SWBT OSS equipment and operators associated with providing operator assistance on inward calls received from participating access customers.

In addition to including all operator work time and equipment necessary to perform the requested operator function, these rates also include the recurring traffic sensitive usage costs associated with premium Switched Access Service.

Inward Assistance service rates are specific to the operator function performed and are applied per OSS operator attempt. The specific rates for Inward Assistance service follow:

- (1) Operator Assistance - applicable per Operator Assistance attempt.
- (B) Nonrecurring Switched Access charges are applicable as specified in 6.8 (Rate Regulations) and 6.9 (Rates and Charges).
- (C) Recurring Switched Access rates including CCL and ICAC charges are not applicable for Inward Assistance.

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17.6 Rates and Charges

The following rates are shown with the applicable USOC, where appropriate.

(A) Reserved for Future Use

(B) Inward Assistance

Per Attempt

(1) Operator Assistance (ZZUOH)

0.22