

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

LOCAL ACCESS SERVICE TARIFF  
Section: 1  
Sheet: Index  
Revision: Original  
Replacing:

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**REGULATIONS**

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**REGULATIONS**

**1. Scope of Service**

- 1.1 This tariff identifies the terms, conditions and rates available only to holders of a Certificate of Convenience and Necessity (CCN), Certificate of Authority (COA), or Service Provider Certificate of Authority (SPCOA) in the provisioning of their authorized local exchange telephone service within the certificated territory of SWBT.
- 1.2 The services specified in the Resale Services section of this tariff are available only to SPCOA holders. The Usage Sensitive Local Connection (USLC) Service section of this tariff is available to all Local Service Providers (LSP).

**2. Definitions**

Certificate of Operating Authority (COA) - A COA entitles a holder to provide local exchange telephone service in a designated area in the state of Texas. A COA is granted by the Texas Public Utility Commission and is further defined in PURA, Sec. 3.2531.

Demarcation Point - The point of demarcation between SWBT communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. This definition is defined in detail in the AT&T Texas Guidebook, Part 2, Section 1.

End Office Switch - An end office switch is a local SWBT switching system where SWBT exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.

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

Local Service Provider (LSP) - A LSP, for the purposes of this tariff, is any holder of a Certificate of Convenience and Necessity (CCN), a Certificate of Operating Authority (COA) or a Service Provider Certificate of Operating Authority (SPCOA) providing competing local exchange telephone service within SWBT's certified territory.

Service Provider Certificate of Operating Authority (SPCOA) - A SPCOA entitles a holder to provide local exchange telephone service in a designated area in the state of Texas. A SPCOA is granted by the Texas Public Utility Commission and is further defined in PURA, Sec. 3.2532.

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**REGULATIONS**

**3. General Regulations**

**3.1 Liability of SWBT**

3.1.1 SWBT's failure to provide or maintain service under this tariff shall be excused by labor difficulties, government orders, civil commotion, acts of God and other circumstances beyond SWBT's reasonable control, subject to the interruption allowance provisions of this tariff.

3.1.2 Interruption of Service

In the event a LSP's service, provided under Section 3, Usage Sensitive Local Connection, is interrupted other than by the negligence or willful act of the LSP or its end user customer, and it remains out of order for eight normal working hours or longer after access to the end user customer's premises, appropriate adjustments or refunds shall be made to the LSP. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the LSP shall be the pro-rata part of the assumed minute-of-use charge for the period of days and that portion of the service facilities rendered useless or inoperative. The refund is accomplished by a credit on a subsequent bill for service. When a service includes more than one communications path, the interruption allowance applies to the path interrupted.

For calculating credit allowances, every month is considered to have 30 days.

(A) The amount of credit to the LSP shall be an amount equal to a pro-ration of assumed minute-of-use charges specified in this tariff for the period during which the facility affected by the interruption is out of service.

(B) A credit shall not be applicable for any period during which the LSP fails to afford access to the facilities furnished by SWBT for the purpose of investigating and clearing troubles.

3.1.3 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 LSP or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service here under, SWBT's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the LSP for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the LSP under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the LSP or which arise from the use of LSP-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.1 Liability of SWBT (Cont'd.)**

- 3.1.4 SWBT shall extend its service guarantees to LSPs, under the same terms and conditions and at the same credit amounts which are made available for various end user services, for services or underlying service components available to or purchased by the LSP. The LSPs will be treated like any other customer with regard to service guarantees; no more and no less. The Service Guarantee provisions are detailed in the AT&T Texas Guidebook, Part 2, Section 2.
- 3.1.5 SWBT shall be indemnified and held harmless by the LSP against claims and damages by the LSP's customers arising from provision of the LSP's services or equipment except those directly associated with the provision of Local Access Service to the LSP, which is governed by other sections of this tariff.
- 3.1.6 SWBT shall be indemnified and held harmless from all claims and damages arising from the discontinuance of service for nonpayment to SWBT by the LSP. Notice of discontinuance shall be as specified in the Substantive Rules of the Public Utility Commission of Texas.
- 3.1.7 SWBT shall have no liability to the customers of the LSP for claims arising from the provision of the LSP's service to its customers including but not limited to claims for interruption of service, quality of service or billing disputes.
- 3.1.8 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by SWBT's lines, SWBT is not liable for any act or omission of the other companies or carriers.
- 3.1.9 The SPCOA holder assumes all risks associated with the withdrawal of the provisioning of an experimental service to its end user customers and agrees to hold SWBT harmless for any claims made by the SPCOA holder's end user against SWBT related to the withdrawal of the experimental service offering. If SWBT elects to withdraw an experimental service offering, it may do so without liability to the SPCOA holder or the end user customer of the SPCOA holder.

**3.2 Obligations of the LSP**

- 3.2.1 The LSP is required to provide SWBT a copy of its approved certificate granted by the PUC authorizing the LSP as a telecommunications utility and doing business as a holder of a CCN, COA or SPCOA.
- 3.2.2 For the purposes of establishing service and providing efficient and consolidated billing to the LSP, the LSP is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN). SWBT will provide information on how to acquire an OCN to potential LSPs who have made service inquiries of SWBT.

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**REGULATIONS**

**3. General Regulations** (Cont'd.)

**Obligations of the LSP** (Cont'd.)

3.2.3 The LSP is required to provide SWBT with a letter signed by a company officer verifying that it will obtain end user authorization prior to requesting changes in end users' existing local exchange telephone service. The authorization must conform with the Public Utility Commission of Texas' Substantive Rule 23.97 (i) (1). Only an end user can initiate a challenge to a change in its local exchange telephone service. If an end user challenges a change, the LSP must produce the authorization to substantiate the LSP had the end user's authority to convert the service or the offending LSP is subject to the provisions of 23.97 (i) (1). The authorization does not need to be provided with the service request but the LSP must retain such authorizations for 12 months. The LSP must produce the end user's authorization within 14 days of a request by SWBT. If an end user requests to be reestablished with SWBT and SWBT was the previous provider of the end user's local exchange telephone service, SWBT will convert the end user to SWBT's service. With this change, SWBT must also comply with the conversion rules provided herein.

The end user's authorization is only required when an end user is converting service between SWBT and a competing LSP. End user authorization is not required for new requests for service including end users moving into the area and installation of additional lines.

3.2.4 The LSP is responsible for payment of all charges for services provided from this tariff which the LSP orders for resale to its end users.

3.2.5 If billing for SWBT's utility services is found to differ from SWBT's tariff rates, or if SWBT fails to bill the LSP for such services, a billing adjustment will be calculated by SWBT. If the LSP is due a refund, an adjustment shall be made for the entire period of the overcharges. If an overcharge is adjusted by SWBT within three billing cycles of the bill in error, interest is not applicable. However, if an overcharge is not adjusted by SWBT within three billing cycles of the bill in error, interest shall be applied to the amount of the overcharge as specified in Substantive Rule 23.45 (g).

3.2.6 All individual information furnished by a LSP to SWBT is treated as confidential and is used for SWBT's establishment of service, billing, audit and true-up procedures, and not for any other purpose.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.3 Payments of Rates and Charges**

- 3.3.1 When making application for service, the LSP may be required to pay, at the time the application is accepted, an advance payment equal to the installation charges and one month's charges for the services provided.
- 3.3.2 The amount of the advance payment will be credited to the LSP's account and applied against any indebtedness.
- 3.3.3 A one-time late payment penalty of four percent will apply to any unpaid balance not received by SWBT by the next bill date. The late payment penalty is in compliance with the provisions for commercial accounts in the AT&T Texas Guidebook, Part 2, Section 2. The late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing.

**3.4 Deposits**

- 3.4.1 A LSP which has proven history of late payments to SWBT or does not have established credit must make a deposit prior to or at any time after the provision of a service to the LSP to be held by SWBT as a guarantee of the payment of rates and charges. The deposit requirement may be waived for a LSP which is a successor of a company which has established credit and has no history of late payments to SWBT or the LSP has established credit under other SWBT services (e.g. Access Services). In lieu of the deposit, the LSP may provide a Contract of Guaranty as defined in the AT&T Texas Guidebook, Part 2, Section 2, paragraph E.2. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period plus the amount of any termination charges that may be attributable to the service. The fact that a deposit has been made in no way relieves the LSP from complying with SWBT's regulations as to the prompt payment of bills. Simple interest set annually by the Commission at the rate of not less than six percent per annum or greater than twelve percent per annum will be paid on deposits. Payment of the interest to the LSP shall be annually, if requested by the LSP, or at the time the deposit is returned or credited to the LSP's account. The deposit shall cease to draw interest on the date it is returned or credited to the LSP's account.
- 3.4.2 If service is not connected or after disconnection of service, SWBT shall promptly and automatically refund the LSP's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.4 Deposits (Cont'd.)**

3.4.3 When the LSP has paid bills for service for twenty-four (24) consecutive billings without having service disconnected for nonpayment of bills and without having more than two occasions in which a bill was delinquent, and when the LSP is not delinquent in payment of the current bill, SWBT shall refund the deposit plus accrued interest to the LSP.

At the option of SWBT, such a deposit may be refunded or credited to the account when the LSP has established credit or after the LSP has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the LSP.

3.4.4 For failure to furnish a required deposit, service may be discontinued within thirty days after SWBT has mailed notice to the LSP at the billing address appearing on SWBT's records requiring the LSP to furnish such deposit.

**3.5 Municipal Fees and Taxes**

3.5.1 Municipal fees, where applicable, will be assessed on the resold flat rate local exchange telephone service provided in Section 2 and the Usage Sensitive Local Exchange Service provided in Section 3. The same fee will be applied to the SWBT resold services as is applied to SWBT services terminating at an end user premises within the municipality of the municipal taxing body.

3.5.2 State/local sales tax and federal excise tax will be applied to the resold services until SWBT has received the two completed exemption certificates from the LSP. An exemption certificate is required for state/local sales tax exemption and a separate certificate for federal excise tax exemption.

**3.6 Special Service Arrangements**

For special service arrangements not covered under this tariff, special charges shall apply as provided in the AT&T Texas Guidebook, Part 2, Section 7.

**3.7 Special Construction**

If the LSP's request for service requires construction of special facilities, the LSP will be assessed Special Construction charges as outlined in the AT&T Texas Guidebook, Part 2, Section 5.

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**REGULATIONS**

**3. General Regulations (Cont'd.)**

**3.8 Termination of Service**

Upon nonpayment of any sum due SWBT, or upon violation of any conditions governing the furnishing of service, SWBT may by notice to the LSP, without incurring any liability, discontinue the furnishing of said service. Proper notice shall consist of notice sent by certified mail, return receipt requested, at least 30 days prior to a stated date of disconnection.

When the LSP elects for optional consolidated billing, the entire consolidated account and its associated sub-accounts are subject to disconnection for nonpayment of any account.

**3.9 Unauthorized Change in Local Exchange Service**

The appropriate Nonrecurring Charges will be assessed to the LSP that initiates a service or a change in the end user's local exchange service without the prior authorization of the end user. The LSP initiating the change has the burden of proof that the end user has given the authorization and must provide all supporting documentation. For the resale of flat rate Local Exchange Service, the Nonrecurring Charge paid by the offending LSP is \$12.00.

**3.10 Notification of Changes in LSP**

SWBT will provide notification to the affected LSP within 24 hours of receiving a request to change LSPs.