

REGULATIONS**A. Scope**

1. Wide Area Telecommunications Service (WATS) is the furnishing of service for dial-type telecommunications between a WATS access line (WAL) and service points within the State of Texas or between exchange telephone service and service points within LATAs as described for Common Line 800 Service. The WATS charges set forth in this guidebook are in payment for the intraLATA portion of the WATS service furnished between the calling and called service points.^{/3/}
2. *Outward WATS* - Service components for dial-type telecommunications from an Outward WAL to intraLATA toll points within the State of Texas will be furnished in accordance with the regulations and schedules of rates and charges set forth in this guidebook.
 - a. InterLATA dial-type telecommunications from an Outward WAL provided by the Company is furnished by an interexchange carrier.

Interexchange carriers with which the Company currently has an agreement regarding the joint provisioning of intrastate Outward WATS and WATS-like services are:

Company
AT&T Communications of the Southwest, Inc.
Texustel
US SPRINT

- b. If the subscriber to interLATA WATS including multi-jurisdictional service does not subscribe to intraLATA WATS, toll calls made within the same LATA over facilities wholly provided by the Company via the Company-provided WAL or multi-jurisdictional WAL, will be billed at charges for long distance messages as specified in Part 9.
- c. The provision of the WAL to the interexchange carrier for an intrastate interLATA WATS Non-Joint provided arrangement is pursuant to Sections 6 and 7 of the Access Service Tariff. The provision of the WAL to the interexchange carriers' customers for an intrastate interLATA WATS joint-provided arrangement is provided pursuant to this guidebook.
- d. The subscriber to outward WATS may request that the calling scope of the outward WATS service be limited to intraLATA calling only. If the calling scope is limited to intraLATA calling only, all attempts to place an interLATA call will be blocked by the Company.
- e. WATS service and multi-jurisdictional WALs may not be used for the completion of Local Exchange Service (Exchange Telephone) calls.^{/1,2,3/}

/1/ When an end-user is located in an exchange other than the exchange where the end-user's WATS serving office is located, and the end-user's exchange and the exchange of the WATS serving office have different calling scopes, the blocking of local calls on foreign exchange served WATS or universal WATS access lines (UWAL) will be based on the calling scope of the end-user's exchange rather than the exchange of the WATS serving office. Because of technical problems in certain foreign exchange WATS serving offices, the Company may not be able to block local calls within the end-user's exchange, therefore, no blocking of local calls in the end-user's exchange will occur.

/2/ All calls dialed in the 800 format irrespective of jurisdiction and including 800 calls are not affected by this restriction.

/3/ Exchange Telephone Service as defined in "Explanation of Terms" found in Part 2, Section 1.

REGULATIONS (cont'd)**A. Scope (cont'd)**

3. *Inward 800 Service* - Service components for dial-type telecommunications to intraLATA 800 Service telephone numbers from intraLATA toll points within the State of Texas will be furnished in accordance with the regulations and schedules of rates and charges set forth in this guidebook.
 - a. InterLATA dial type telephone communication to an 800 Service telephone number is furnished by an interexchange carrier. Any interexchange carrier may provide interLATA service as provided in A.4, following.
 - b. The subscriber to intraLATA 800 Service can obtain the interLATA portion of the 800 Service from the interexchange carrier as an intrastate only service or as multi-jurisdictional service.
4. The interexchange carrier has two options for the provisioning of the 800 Service:
 - a. **Joint Provided Service** - The interexchange carrier will provide the interLATA service under a joint provisioning agreement with the Company. The 800 Service has to terminate over a WAL service and the Company will bill the end-user directly for the intraLATA 800 Service at the rates stated in RATES, paragraph C.1, C.2 or C.3.

The provision of the WAL to the interexchange carriers' customers is provided pursuant to this guidebook. Interexchange carriers with which the Company currently has an agreement regarding the joint provisioning of intraLATA 800 WATS and WATS-like services are:

Company

AT&T Communications of the Southwest, Inc.

- b. **Non-Joint Provided Service** - The interexchange carrier will under the non-joint provided arrangement, provide both the intraLATA and interLATA portions of the service to the end-user customer. The Company will bill the appropriate intraLATA 800 Service rates as specified in RATES, paragraph C.6 to the interexchange carrier until January 5, 1994, at which time access charges will be billed from the Access Service Tariff. The interexchange carrier can terminate 800 Service calls over a WAL service, special access, common line or any other appropriate service arrangement.

The provision of the WAL to the interexchange carrier for an intrastate interLATA 800 Non-Joint provided arrangement is pursuant to Sections 6 and 7 of the Access Service Tariff.

- c. The jurisdictional allocation of the intrastate usage for either the joint provided arrangement or the non-joint provided arrangement will be determined as outlined in the Company's intrastate Access Service Tariff, Section 6, Switched Access Service, and the provisions stated in Section 2, 3.0, for splitting of intrastate 800 usage under the joint provided arrangement.

REGULATIONS (cont'd)**A. Scope (cont'd)**

5. *Common Line 800 Service* - Common Line 800 Service is the intraLATA 800 Service provided by the Company where 800 Service calls are terminated over exchange telephone service facilities. Common Line 800 Service is not available for use with cellular telephone service or mobile telephone service.
 - a. Common Line 800 Service Description
 1. Area of Service - Common Line 800 Service is available in each LATA. If the customer wants to receive service in more than one LATA using the same 800 number, the customer must subscribe to exchange telephone service in each LATA, or arrange for an Interexchange Carrier to provide transport of the interLATA calls.
 2. A unique ringing signal is available as an option to Common Line 800 Service^{/1/}. A unique ringing signal will allow the customer to distinguish whether an incoming call was placed by dialing the customer's 800 service number or the customer's local exchange telephone number. This feature is not available for use on PBX trunks, or on local exchange facilities arranged for multi-line hunting. If a customer has Common Line 800 Service configured for multiple terminations, unique ringing will be provided only on one termination. The termination with unique ringing must be in the Company's serving area. There is no additional monthly recurring charge for this feature. Change charges do not apply unless this feature is added subsequent to the initial installation of Common Line 800 service.
 3. Only one 800 number will be assigned to terminate calls on any given exchange telephone service facility.
 4. Customers of Common Line 800 Service may receive call detail information or summary usage information^{/2/}.
 5. In the event that the customer's exchange telephone service goes out of service (for reasons other than negligence or a willful act of the customer), at the customer's request, the Company will permit termination of the customer's 800 service calls to an alternate facility at no charge.
 6. Emergency Update Service - Provides the customer with a secondary call routing plan to be used in the event that the customer's primary call routing plan cannot be used. The service provides call handling in the event of an unusual situation. The change charges for Common Line 800 Service apply to this service. There is no charge to activate the service, nor to change back to the primary call routing plan.

/1/ Where facilities permit.

/2/ If automatic number identification (ANI) is not available and the customer has requested call detail information, the from number (NNX) or the from city will not be provided. Other call detail information will be provided.

REGULATIONS (cont'd)**A. Scope (cont'd)**

5. Common Line 800 Service (cont'd)
 - a. Common Line 800 Service Description (cont'd)
 7. Calling Handling and Destination Features - Are available for use with Common Line 800 Service that uses the Company 800 Data Base. The customer may subscribe to one or more of the features. These features include the following:

Originating Location Service: This feature will permit the customer to select territories from which it wishes to receive calls based on the originating location of the call. All customers will receive this feature.

Time of Day Service: This feature will permit the customer to have the terminating location of the 800 call vary based on the time of day the call is placed.

Day of Week Service: This feature will permit the customer to have the terminating location of the 800 call vary based on the day of the week the call is placed.

Traffic Allocation Service: This feature will permit the customer to have the 800 calls routed to multiple terminations based on a percentage of all 800 calls.

Specific Day Routing Service: This feature will permit the customer to arrange the service so that the terminating location of the call is varied based on a specific day of the year. For example, calls placed on Christmas Day could be routed to a number different than the number that receives the calls the other 364 days of the year.

Multiple Carrier Service: This feature will permit the customer to have multiple carriers for interLATA 800 Service calls. Carrier selection will be based on Originating Location Service. (8HFMC)

REGULATIONS (cont'd)**A. Scope (cont'd)**

5. Common Line 800 Service (cont'd)

b. MaxiMizer 800 ServiceTM

MaxiMizer 800 Service denotes the Company's Common Line 800 Service for business customer utilizing the Company's 800 Data Base.

Each message will be timed to the tenth of a second. The resulting accumulated monthly usage will be rounded to the next whole minute.

Each MaxiMizer 800 Service customer will receive at no additional charge one primary listing for each 800 number. The primary listing must be in the subscriber's local Listing Information System. Foreign listings may be provided at the rates and charges as found in Part 12, Section 1.

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c. Home 800 Service

Home 800 Service denotes the Company's Common Line 800 Service for residential customer utilizing the Company's 800 Data Base.

Each message will be timed to the tenth of a second. The resulting accumulated monthly usage will be rounded to the next whole minute.

Home 800 Service customers will not receive a listing with their 800 number. Listings may be purchased at the rates and charges found in Part 12, Section 1.

B. Access to Customer's Premises

The agents and employees of the Company shall have the right to enter the premises of a customer at any reasonable hour for the purpose of installing, inspecting or repairing the service components of the Company or upon termination of service, for the purpose of removing such service components.

TM MaxiMizer 800TM Service is a Trade Mark of Southwestern Bell Telephone

REGULATIONS (cont'd)**C. Advance Payments**

1. Applicants for service who do not have an account with the Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time of application, equal to the Service Charges if applicable and at least one month's estimated charges for the service desired.
2. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under contract.

D. Allowance for Interruptions

1. In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.
2. Long Distance Message Telecommunications Service (LDMTS) furnished at a customer's request when his WATS service is interrupted is charged for at the LDMTS rates contained in Part 9.

E. Availability of Service

1. Service is furnished subject to the availability of the service components required. The Company will, (1) determine which of those components shall be used and, (2) make modifications to those components at its option.
2. When connections are made to customer or Other Common Carrier-provided communications systems, multiline terminating systems or terminal equipment at a premises where the customer does not originate or terminate communications, the Company may require that WATS be furnished from a Company WATS Serving Office(s) different than the Serving Office(s) designated by the Company to serve that premises.
3. Under such circumstances, monthly rates and Service Charges equal to access line extension charges as set forth in RATES, paragraph F. following, apply between the WATS Serving Office that would normally serve the customer's premises and the WATS Serving Office from which service is actually provided.

REGULATIONS (cont'd)**F. Cancellation of Application of Service**

1. Where an application for service is canceled by the applicant prior to the start of installation of service components, no charge applies.
2. Where installation of service components has been started prior to the cancellation, Service Charges apply.

G. Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a customer (or authorized user) resulting from the furnishing of service or the associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

H. DefinitionsAccessory

A device which is mechanically attached to, or used with, the services furnished by the Company and which is independent of and not electrically, acoustically or inductively connected to the conductors in the communications path of the telecommunications system.

Building

The term "same building" is to be interpreted to mean a structure under one roof, or two or more structures which are connected by an enclosed passageway in which the wires or cables of the Company may be placed without exposure to outside electrical circuits or the weather. In no case can conduit be considered as an enclosed passageway. The term "same building" does not include those buildings connected by a covered public mall.

Centrex Control Switching Equipment

The switching equipment, located on Company premises, used to provide Centrex service furnished in accordance with Centrex service provisions of Part 20, Section 5.

Complementary Service

See *Jointly Provided WATS Service*

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the regulations of the Company.

REGULATIONS (cont'd)**H. Definitions (cont'd)**Demarcation Point

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

1. *Single Unit Installations.* For single unit installations existing as of June 9, 1994 and installations installed after that date the demarcation point shall be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.
2. *Multiunit Installations*
 - a. In multiunit premises existing as of June 9, 1994, the demarcation point shall be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices. Provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
 - b. In multiunit premises in which wiring is installed after June 9, 1994, the multiunit premises owner shall determine the location of the demarcation point or points. The multiunit premises owner shall determine whether there shall be a single demarcation point location for all customers or separate such locations for each customer. Provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

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

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

REGULATIONS (cont'd)**H. Definitions (cont'd)**Distance Learning

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

Educational Institution

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

Hunting Arrangement

A grouping of 800 Service access lines arranged for the completion of a given message or arranged for overflow to or from another access line or group of access lines.

Interactive Multimedia Communications

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

IntraLATA

WATS service where service point locations are all within the same LATA.

Jointly Provided WATS Service

Jointly provided WATS Service is an arrangement between the Company and an interexchange carrier (IXC). In this arrangement the intraLATA usage will be carried by the Company and billed at the rates found in this guidebook. The interLATA usage will be carried by the IXC and billed at the rates of the IXC. Outward WATS Service may originate on a WATS Access Line (WAL), and 800 Service may terminate to a WAL or to local exchange lines. Jointly provided WATS service is also referred to as complementary service.

Jurisdictional Reports

Reports provided by the interexchange carrier to jurisdictionally split the intrastate 800 Service usage between interLATA and intraLATA usage. These jurisdictional reports are required by all local exchange carriers within the State of Texas that concur in this guidebook and provide 800 Service. The 800 Service jurisdictional reporting requirements for the interexchange carriers are stated in the Company's Intrastate Access Service Tariff, Section 6, Switched Access Service, and will be used uniformly by all local exchange carriers within the state which concur in this guidebook to bill for the inter and intraLATA 800 Service usage as intrastate interLATA switched access or as intraLATA 800 Service.

Library

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

REGULATIONS (cont'd)**H. Definitions (cont'd)**Local Access and Transport Area (LATA)

A geographic area established by the Company for the provision and administration of telecommunications services. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and other purposes.

Move

A change in location on the same premises of the customer's WAL, access line extension or associated equipment when made at the request of the customer without discontinuance of service.

Network Control Signaling

The transmission of signals used in the telecommunications network which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

Non-Jointly Provided WATS Service

Interexchange carriers (IXCs) providing interLATA service to end users may choose not to jointly provide WATS Service with the Company. If the WATS Service is not jointly provided, the Company will bill Long Distance Message Telecommunications Service rates for intraLATA calls originated on WATS access lines.

WATS

The furnishing of service for dial-type telecommunications between a WAL and intraLATA service points within the State of Texas. The WATS rates and charges set forth in this guidebook are in payment for the intraLATA service furnished between the calling and called service points.

WATS Access Line (WAL)

A line from the demarcation point at the customer's premises to a Company serving office which is provided for the purpose of completing WATS calls. Each such line will be arranged at the customer's option for either Outward WATS or 800 Service, but not for both.

REGULATIONS (cont'd)**I. Deposits**

1. The Company may, to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due to the Company for service rendered. 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.^{/1/} Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.
2. If service is not connected or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.
3. When the customer has paid bills for service for twelve consecutive residential billings or for twenty-four commercial or industrial 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 customer is not delinquent in the payment of the current bill, the Company shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void the guarantee.

^{/1/} The rates of interest to be paid on customer deposits in accordance with Tex. Rev. Civ. Stat. Ann. art. 1400a (Vernon 1989), and overbillings or underbillings under Commission SUBST. R. 23.45(g), are established annually on December 1 for the subsequent calendar year by the Commission, as reflected in the Order Setting Interest Rates included in this guidebook.

REGULATIONS (cont'd)**I. Deposits (cont'd)**

4. Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require the Company to have such credit protection. However, in accordance with Paragraphs 23.43(c)(1)(A)&(B) of the Commission's Substantive Rules the time frames allowed to pay a deposit on an existing account are:

Deposit required during the first twelve months of service based on usage

Actual usage must be three times the estimated usage (or three times average usage of most recent three bills) and current usage must exceed \$150 and 150% of the security held, before a new deposit is requested. If a deposit is requested, the customer may be required to pay the deposit within 10 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the customer may elect to pay the current usage within 10 days after issuance of written notice of termination and requested deposit.

Deposit requirements based on billing*Commercial*

Actual billings of a commercial customer must be at least twice the amount of the estimated billings, and a suspension notice has been issued on a bill within the previous 12 month period, before a new deposit can be requested. If a deposit is requested, the customer may be required to pay the new deposit within 15 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

Residential

Actual billings of a residential customer must be at least twice the amount of the estimated billings after two billing periods, and a suspension notice has been issued on a bill within the previous 12 month period before a new deposit can be requested. If a deposit is requested, the customer may be required to pay the new deposit within 15 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

REGULATIONS (cont'd)**J. Liability of the Company**

1. In view of the fact that the customer has exclusive control of his communications over the services furnished him by the Company, and of the other uses for which services may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such services of the Company, the services furnished by the Company are subject to the terms, conditions and limitations herein specified.
2. The Company's failure to provide or maintain service under this guidebook shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions of this guidebook.
3. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer or by any others, for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission or service occurring in the course of furnishing service or service components the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period 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 customer under this guidebook and/or 'Regulations Applying to All Customers' Contracts' in Part 2, Section 2, paragraph I.8 (Service Guarantee) as an allowance for interruptions. However, such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user, or which arise from or in connection with the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company. Except as specifically set forth in 'Regulations Applying to All Customers' Contracts' in Part 2, Section 2, paragraph I.8 (Service Guarantee), no other liability shall in any case attach to the Company in consideration of such interruptions. (C)
4. The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the services or the use thereof, against claims for infringement of patents arising from combining with, or using in connection with, services furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the services provided by the Company.
5. When the services of other local exchange companies (LECs) are used in establishing connections to points not reached by Company lines, the Company is not liable for any act or omission of the other LEC(s).
6. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever; whether suffered, made, instituted or asserted by customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
7. The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

REGULATIONS (cont'd)**J. Liability of the Company (cont'd)**

8. The customer shall furnish, install and maintain sealed conduit with explosion-proof fittings between the equipment and points outside the hazardous area where connection may be made with regular services of the Company. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.
9. The charges specified in this guidebook do not contemplate work being performed by Company employees involved at a time when overtime wages apply, due to the request of the customer, nor do they contemplate work once begun being interrupted by the customer. If the customer requests that overtime be performed or interrupts work once begun, additional charges based on the additional costs involved apply.

K. Limitations of Service

1. WATS does not include conference calls or any other calls requiring operator handling, except that an operator will reach the called telephone number where service components are not available for customer dial completion. (C)
2. WATS is not represented as adapted for connection to other services of the Company or to customer-provided systems. The service contemplates the provision of satisfactory transmission only between the access line and the calling or called service point. The access line will be terminated only at a customer's premises located in the same serving exchange of the same state as that for which the rate applies.

L. Maintenance and Repairs

1. The Company undertakes to maintain and repair the services which it furnishes to customers. The customer shall be responsible for damages to services of the Company caused by the negligence or willful act of the customer. The customer may not rearrange, disconnect, remove or attempt to repair, or permit others to rearrange, disconnect, remove or attempt to repair any equipment installed by the Company except upon the written consent of the Company.
2. A nonrecurring Maintenance Service Charge will apply for each repair visit to a customer's premises or the premises of any other customer where the service difficulty or trouble results from the use of customer-provided equipment or facilities.

Nonrecurring
Charge

Maintenance of Service Charge	\$30.00
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M. Minimum Contract Period

The minimum contract period is one day.

REGULATIONS (cont'd)**N. Payment of Charges, Late Payment Charge**

The customer is responsible for payment of all charges for service furnished. Charges are based on guidebook rates and regulations in effect at the time the service is furnished. Usage charges are billed at the end of the billing cycle. All other recurring charges are billed monthly in advance. The due date of the bill shall not be less than 16 days after issuance, in accordance with Paragraph 23.45(a) of the Commission's Substantive Rules.

O. Power Supply

When Company equipment installed on the premises of a customer or authorized user requires power for its operation, the customer is required to provide such power.

P. Rates for Fractional Periods

1. The charges for a fractional part of a month will be the proportionate part of the monthly recurring charges based on the actual number of days the service is furnished.
2. To determine charges for a fractional part of a month, every month is considered to have thirty days.

Q. Suspension and Termination of Service for Cause

1. Upon nonpayment of any sum due the Company, or upon a violation of any of the conditions governing the furnishing of service, the Company may, by notice in writing to the customer, without incurring any liability, forthwith suspend the furnishing of said service. This written notice shall be sent or delivered to the customer ten days prior to the date of the proposed suspension. Service may be discontinued after a period of ten days from the date of suspension if payment of charges has not been received by the Company.

For the provisions and charges associated with restoring service after suspension, see 'Restoral of Service – Initiated by the Company' as found in Part 2, Section 4.

2. 800 Service is furnished upon condition that the customer obtain adequate service to permit the use of this service without injurious effects upon it or any other service rendered by the Company. the Company may terminate or refuse to furnish 800 Service to any customer, without incurring any liability, if the use of the service would interfere with or impair WATS or any other service rendered by the Company, provided that, in the case of a termination of service, at least ten days written notice to the customer in accordance with Paragraph 23.46(a) of the Commission's Substantive Rules.

R. Theft of Equipment

The customer is required to reimburse the Company for any loss through theft of the equipment or apparatus on the customer's premises.

REGULATIONS (cont'd)**S. Undertaking of the Company**

1. Transmitting Messages – The Company does not transmit messages but furnishes the use of its services to its customers for communications.
2. The design, maintenance and operation of WATS envision that communications will originate or terminate at a WATS service point for the purpose of communicating with service points in the specified service areas. Connection of communications systems provided by the customer or Other Common Carrier to WATS may be made. However, the Company will not be responsible for the through transmission of signals or for the quality of transmission on such connections.

T. Use of Service by the Customer

1. The service is provided for use by the customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this guidebook.
2. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes, but is not limited to:
 - a. The placing or acceptance of a WATS call in response to an uncompleted long distance message which was made to transmit or receive intelligence without the payment of the applicable message charge.
 - b. The obtaining, or attempting to obtain, or assisting another to obtain WATS service, by rearranging, tampering or making connection with any services of the Company or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid the payment, in whole or part, of the regular charge for such service.
 - c. The use of services of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another.
 - d. The use of profane or obscene language.
 - e. The use of the service in such a manner as to interfere unreasonably with the use of service by one or more other customers.

U. Continuity of Service

1. In case of connection or restoration of a WAL for a customer at a location where WATS service has been disconnected or suspended by him less than two weeks previous, charges for the service so established will commence one day following the effective disconnect or suspend date of the prior service.
2. After the minimum contract period, WATS may be suspended for a period of not less than two weeks and not more than two months. The suspensions rates will not be applicable for a subsequent suspension until the suspended services has been restored to the full rates for one month.
3. Service will be suspended at the rates set forth in RATES, paragraph I. following.

REGULATIONS (cont'd)**V. Uses of Services for Unlawful Purposes**

The service furnished subject to the condition that it will not be used for an unlawful purpose.

W. Special Construction of Facilities

WATS will be furnished at the rates contained in this guidebook, provided the necessary facilities are available. Where facilities are not available, and unusual expenditures are involved in making them available, the customer may be required to pay additional charges to cover the unusual expenditure, or to contract for service beyond the initial period.

X. Connections of Terminal Equipment and Communications Systems

Terminal equipment and communications systems may be connected at the customer's premises to WATS by the Company where such connections are made in accordance with the provisions of Part 2, Section 9.

Y. Provision of Call Detail

The Company will provide to the subscriber of intraLATA outward WATS, as a part of the standard WATS bill, a printed itemization of each message completed via a WAL. This service is an optional service. The subscriber may elect to receive *only* summary usage information or call detail information *in addition to the summary usage information*. If the Company also provides the billing for the subscriber's interLATA usage provided by an Interexchange Carrier, the message detail of the interLATA usage will also be provided.

A nonrecurring charge of \$8.00 (USOC: B14) will apply for each service order prepared to establish or discontinue this service on existing accounts. No additional charge will apply if the service is requested on the initial order to establish WATS service. There is no additional monthly charge for this service.

Z. Call Handling and Destination Features

Call Handling and Destination Features are call routing features that are available for use with intraLATA 800 Service that utilizes the 800 data base of the Company. These features, excluding Originating Location Service, may not be used to make call routing decisions on an interexchange carrier's interLATA 800 Service.

If the Company has been authorized by the interexchange carrier to accept orders for the interexchange carrier's call routing features, the Company may add the interexchange carrier's interLATA call routing information to the 800 data base record. Authorization will be granted via a written agreement between the Company and the interexchange carrier. A copy of the agreement is available upon request.

REGULATIONS (cont'd)**AA. Telecommunications Service Priority System**

The priority provisioning and restoration of services offered under this guidebook relative to the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System shall be pursuant to the regulations and rates as delineated in Part 8, Section 5.

For application in this guidebook, such regulations, rates and charges as are described in Part 8, Section 5 shall be interpreted to apply on a "per request, per IntraLATA Access Line" basis.

AB. Reserved

(C)

(D)

(D)

AC. Educational Percentage Discount Rate (E-Rate)

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

RATES**A. General**

Each WAL will be arranged, at the option of the customer, for either outward service or 800 Service but not both.

B. Usage Rate Periods

1. Rates applicable are based on the time of day, day of week as follows:

Business Day Period

8 a.m. to 5 p.m., Monday through Friday. The Business Day Period for holidays (New Year's Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day) is charged at Evening Period Rates

Evening Period

5 p.m. to 11 p.m., Sunday through Friday

Night/Weekend Period

11 p.m. to 8 a.m., all days
8 a.m. to 11 p.m., Saturday
8 a.m. to 5 p.m., Sunday

2. Minimum Average Time Requirement (MATR)

Usage is subject to an average of 30 seconds per completed call in each rate period for each billing period. This means that if the average duration per call in any rate period during each billing cycle is less than 30 seconds, billing will be based on an average duration of 30 seconds per call.

C. WATS Rates

1. Rates for 800 Service in C.2 will apply to the intraLATA portion of 800 Service. Rates for the interLATA portion of 800 Service will be at the appropriate rates as found in the tariffs of the interexchange carrier.

If sufficient data is not available to determine the customer's intraLATA usage, 21 percent of the total intrastate 800 Service usage will be considered to be intraLATA usage, and 79 percent will be considered to be interLATA usage.

2. Access Line and Usage Rates - 800 Service^{1,2/}
IntraLATA Access Line, each /8L9/ \$40.50^{3/}

Monthly Usage Rate Table, per hour	Day	Evening	Night/Weekend
First 15 Hours	\$18.00	\$13.50	\$10.80
Next 25 Hours	16.20	12.15	9.72
Next 40 Hours	14.58	10.94	8.75
Over 80 Hours	13.12	9.84	7.87

See Sheet 21 for footnotes

RATES (cont'd)**C. WATS Rates (cont'd)**

3. Rates for Outward WATS in C.4 will apply to the intraLATA portion of outward WATS. Rates for the interLATA portion of Outward WATS will be at appropriate rates as found in the guidebooks of the interexchange carrier.

4. Access Line and Usage Rates - Outward WATS^{/1,2/}

IntraLATA Access Line, each /WAX/				\$40.50 ^{/3/}
Monthly Usage Rate Table, per hour	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>	
First 15 Hours	\$13.50	\$10.13	\$8.10	
Next 25 Hours	12.15	9.12	7.29	
Next 40 Hours	10.94	8.21	6.56	
Over 80 Hours	9.85	7.39	5.90	

5. Local Area Service^{/4/}

IntraLATA WATS Access Line, each /WFL/		\$40.50
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Local Area service permits unlimited outward calling within a designated service area over a WATS access line /UPP04/		365.00
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Designated service areas are as follows:

	<u>Number Plan Access</u>
Local Area 1	214, 817 and 903
Local Area 2	806 and 915
Local Area 3	409 and 713
Local Area 4	512

6. Non-Joint Provided IntraLATA 800 Service

- a. The per minute of use charge specified in C.6.d, following, is applicable for all intraLATA usage that is billed to the interexchange carrier under the Non-Joint Provided 800 Service Option, except as otherwise specified in Section 6, 6.2.5(B)(3) of the Company's intrastate Access Service Tariff. The rates in C.6.d, following, are applicable until January 5, 1994, at which time access charges will be billed from the Access Service Tariff.
- b. The 800 intraLATA 800 Service usage for the Non-Joint Provided 800 Service option is determined by the jurisdictional reporting requirements that are required as outlined in the Company's intrastate Access Service Tariff, Section 6, *Switched Access Service*.
- c. The provision of Non-Joint Provided Service is applicable to all calls utilizing the 1+800 dialing plan regardless of how such calls are terminated, except as otherwise specified in Section 6, 6.2.5(B)(3) of the Company's Access Service Tariff.

See Sheet 21 for footnotes

RATES (cont'd)**C. WATS Rates (cont'd)**

6. Non-Joint Provided IntraLATA 800 Service (cont'd)

d. The intraLATA per minute of use charge for intraLATA 800 usage provided under the Non-Joint Provided option as defined in the Company's intrastate Access Service Tariff will be billed at the following scheduled rate per originating access minute of use through January 4, 1994.^{/5/}

\$0.1338 effective through November 4, 1991
\$0.1280 effective November 5, 1991
\$0.1154 effective July 5, 1992
\$0.1144 effective September 1, 1992
\$0.0911 effective January 5, 1993
\$0.0867 effective September 1, 1993

/1/ IntraLATA usage placed over an interstate multi-jurisdictional WALs that is installed after March 1, 1987 will be billed to the end-user unless written documentation is received from the interexchange carrier accepting responsibility for the intraLATA usage charges. The interexchange carrier is required to provide end-user contact information on all lines to be installed after March 1, 1987 so that end-user billing information can be obtained, unless the interexchange carrier accepts responsibility for the intraLATA USAGE CHARGES. IntraLATA usage over multi-jurisdictional WALs installed prior to March 1, 1987 will be billed to the interexchange carrier unless the interexchange carrier provides the Company sufficient end-user billing information to bill the intraLATA usage to the end-user.

/2/ The intraLATA WAL rate is not applicable on multi-jurisdictional WALs.

/3/ The intraLATA WAL rate applies for the provision of the Company's intraLATA only OutWATS service as well as the provision of joint-provided OutWATS or 800 Service provided in conjunction with an interexchange carrier pursuant to A.2.c. When Outward WATS is provided with SmartTrunk Service, this rate and the associated installation charge do not apply (see Part 17, Section 2).

/4/ Obsolete - Applicable to existing customers only.

/5/ The rate levels shown may be revised as a result of changes to the industry Interexchange Carrier Access Charge (ICAC) per the stipulation and Final Order in Docket No. 10131.

RATES (cont'd)**D. Method of Determining Monthly Charges**

1. For all WALs on which usage is recorded by the Company by time-of-day rate periods, the usage charge is determined using steps a. through e.
 - a. Determine the total number of completed calls for each rate period for each service arrangement.
 - b. Apply the Minimum Average Time Requirement of 30 seconds by dividing the number of completed calls for each rate period in each service arrangement by 120. (One call = thirty seconds).
 - c. Determine the total actual hours used for each rate period for each service arrangement.
 - d. Determine the total chargeable hours used for each rate period for each service arrangement. This is the greater of b. or c., above rounded to the nearest tenth (one decimal place).
 - e. Determine the total usage charge for all rate periods in each service arrangement by applying the rates shown in the rate table in C.2 for 800 Service and C.4 for OutWATS Service.

E. Chargeable Time

1. Chargeable time begins when connection is established between a station associated with the WALs and the calling or called station, and ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
2. When a connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period.
3. The rate charged is determined by the day and time (standard or daylight savings) at the WAL location.
4. When 800 Service is directly connected at a customer's premises to a communications system, chargeable time begins when the 800 Service call terminates in or passes through the first multiline terminating system or terminal equipment on that communications system. It is the customer's responsibility to furnish appropriate answer supervision to the point of connection with the 800 Service so that chargeable time may begin.

F. Access Line Extension Line (EWW)

Extensions of individual WALs are provided at locations with the LATA for which the access line rate applies. The mileage rates and measurements are the same as for an extension on flat rate business service specified in Part 15, Section 2. Service charges as set forth in Part 3, Section 1 will apply for extensions of individual WALs.

G. Listings

(C)

Listings will be provided upon request with WATS 800 Service in directories within the State of Texas. Rates for business regular extra listings as specified in Part 12, Section 1 are applicable for all listings.

(C)

RATES (cont'd)**H. Installation, Move and Change Charges**

1. A charge of \$119.00 applies for the installation or outside move of each WAL. An outside move is considered to be the discontinuance of WATS at one premises and installation of the WAL at another premises within the same exchange.
2. A charge of \$60.00 applies for a change from outward to 800 Service or vice versa or for a change in WATS class of service or for a change of an 800 Service number at the request of the customer.

The charges for changing the 800 data base record for intraLATA 800 Service terminating to a WATS access line are the same charges that are shown as the change charges for Common Line 800 Service in this guidebook.

I. Common Line 800 Service

1. If the customer's service is originated and terminated within more than one LATA, the customer's usage billing will be computed separately by each Revenue Accounting Office (RAO) serving the LATAs in which the customer has subscribed to the service. The customer will receive a separate billing statement from each RAO^{/1}.
2. The Minimum Average Time Requirement (MATR) for Common Line 800 Service usage is 30 seconds.
3. Usage which is delayed from being processed during the normal billing cycle, will be billed as usage during the next billing period immediately following the receipt of the message information which is necessary for billing. Previous months' bills which did not include usage which was delayed will not be reissued to account for the delayed usage.
4. Home 800 customers must choose one plan option for intraLATA usage in each RAO. Associated charges for each usage option will apply.
5. MaxiMizer 800™ Service - Method of Determining Monthly Usage Charges:
 - a. Determine the total number of completed calls for each 800 telephone number per RAO.
 - b. Determine the minimum chargeable minutes for each 800 telephone number per RAO by dividing the number of calls by .5.
 - c. Determine the total minutes of use for each 800 telephone number per RAO.
 - d. Determine the chargeable minute of each 800 telephone number per RAO. This is the greater of b. or c., above. Round the result up to the next whole minute.

/1/ If a LATA is served by two RAOs the usage billing will not be split between the two RAOs.

RATES (cont'd)**I. Common Line 800 Service (cont'd)**

5. MaxiMizer 800™ Service - Method of Determining Monthly Usage Charges: (cont'd)
 - e. Determine the total usage for per minute billing options by applying the rates shown in the rate table following to the chargeable hours derived in d., above.
 - f. Determine the total use charge for block plan billing options by applying the rates shown in the rate table following. For block plan option, the monthly block plan charge is the minimum monthly charge for accumulated usage up to 120 to 300 minutes each month (depending on the block plan selected). The additional period rate is used for charging usage in excess of the selected block plan usage each month.
6. Home 800 Service - Method of Determining Monthly Usage Charges:
 - a. Determine the total number of completed calls for each 800 telephone number per RAO.
 - b. Determine the minimum chargeable minutes for each 800 telephone number per RAO by dividing the number of calls by .5.
 - c. Determine the total minutes of use for each 800 telephone number per RAO.
 - d. Determine the chargeable minutes of each 800 telephone number per RAO. This is the greater of b. or c., above. Round the result up to the next whole minute.
 - e. Determine the total usage for per minute billing options by applying the rates shown in the rate table following to the chargeable minutes derived in d., above.
 - f. Determine the total usage charge for block plan billing options by applying the rates shown in the rate table following. For block plan options, the monthly block plan charge is the minimum monthly charge for accumulated usage up to 60 or 120 minutes each month (depending on the block plan selected). The additional period rate is used for charging usage in excess of the selected block plan usage each month.

7. Usage Rate Periods

- a. Rates applicable are based on time of day, day of week as follows:

Peak Period

8 a.m. to 5 p.m., Monday through Friday. The Peak Period for holidays (New Year's Day, Independence Day, Thanksgiving Day, Labor Day, Christmas Day) is charged at Off-Peak Period Rates.

Off-Peak Period

All other times

RATES (cont'd)**I. Common Line 800 Service (cont'd)**

8. MaxiMizer 800™ Service Rates, per 800 number /WFA/		Monthly Charge
1 or 2 terminations /8CTAX/		\$5.00
3 to 10 terminations /8CTBX/		5.00
Over 10 terminations /8CTCX/		5.00
a. IntraLATA Usage Rates		
	Monthly Block Plan Charge	Additional Period Per Minute ^{/1/}
	Peak	Off-Peak
Per Minute Plan	N/A	\$0.15
Two Hour Block Plan	\$15.00	0.125
Five Hour Block Plan	30.00	0.10
b. Change Charges		Nonrecurring Charge ^{/3,4/}
Number of terminations changed per 800 number ^{/2/}		
1 or 2 terminations		\$20.00
3 to 10 terminations		90.00
Over 10 terminations		225.00
Charge to Change Usage Plans		5.00
c. Call Detail Information, per account /B15/		12.50 ^{/5/}

^{/1/} Applies to usage in excess of the selected block plan usage (120 or 300 minutes).^{/2/} If a change is made that requires only one record entry, but the change is common to all terminations, the appropriate charge is the charge for changing one termination. An example would be the request for a change of the 800 number.^{/3/} Service connection charges do not apply in addition to these nonrecurring charges.^{/4/} No Change Charge applies for 800 Service if the order is negotiated by a party other than the Company, and that party also enters the necessary information into the 800 data base without the aid of Company personnel.^{/5/} Not applicable if a Change Charge applies on the same order or if ordered at time of service establishment.

RATES (cont'd)**I. Common Line 800 Service (cont'd)**

9. Home 800 TM Service Rates, per 800 number /WFA/		<u>Monthly Charge</u>
1 or 2 terminations /8CTAX/		\$3.95
3 to 10 terminations /8CTBX/		3.95
Over 10 terminations /8CTCX/		3.95
a. IntraLATA Usage Rates		
	<u>Monthly Block Plan Charge</u>	<u>Additional Period Per Minute^{/1/}</u>
	<u>Peak</u>	<u>Off-Peak</u>
Per Minute Plan	N/A	\$0.20
One Hour Block Plan	\$9.00	0.14
Two Hour Block Plan	15.00	0.12
b. Change Charges		
Number of terminations changed, per 800 number ^{/2/}		<u>Nonrecurring Charge^{/3,4,5/}</u>
1 or 2 terminations		\$20.00
3 to 10 terminations		90.00
Over 10 terminations		225.00
Charge to Change Usage Plans		5.00
c. Call Detail Information, per account /B15/		12.50 ^{/6/}

/1/ Applies to usage in excess of the selected block plan usage (60 or 120 minutes.)

/2/ If a change is made that requires only one record entry, but the change is common to all terminations, the appropriate charge is the charge for changing one termination. An example would be the request for a change of the 800 number.

/3/ Service connection charges do not apply in addition to these nonrecurring charges.

/4/ No Change Charge applies for 800 Service if the order is negotiated by a party other than the Company, and that party also enters the necessary information into the 800 data base without the aid of Company personnel.

/5/ If a customer changes his 800 number due to reasons which would negate the charge to change numbers under normal circumstances, change charges will not apply. An example would be a request for a number change due to annoying and anonymous phone calls.

/6/ Not applicable if a Change Charge applies on the same order or if ordered at time of service establishment.