

President - Texas Division
Southwestern Bell Telephone Company
Dallas, Texas
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INTRALATA WHOLESALE SERVICE TARIFF
Section: 1
Sheet: Index
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INTRALATA WHOLESALE SERVICE

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APPLICATION OF INTRALATA WHOLESALE SERVICE

1. Application of Tariff

Southwestern Bell Telephone Company, hereinafter referred to as "the Company", is a Missouri corporation with its headquarters in Dallas, Texas that provides telecommunications common carrier services in Texas as well as Arkansas, Kansas, Missouri, and Oklahoma. Southwestern Bell Telephone Company does business in the state of Texas under the name "AT&T Texas," effective January 4, 2006. AT&T Texas adopts all tariff references in effect on that date under its prior name "SBC Texas" until such time as those tariff references are revised.

This tariff contains regulations and rates applicable to the provisioning of IntraLATA Wholesale Service (IWS). IWS offers customers the ability to utilize AT&T Texas' network to provide 1+ IntraLATA originating and terminating toll calls for the customer's end users. Customers with a valid Carrier Identification Code (CIC) are eligible to purchase IWS from this tariff. IWS provides customers with an unrated toll record.

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APPLICATION OF INTRALATA WHOLESALE SERVICE

2. Definitions

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Call

Denotes a call originating and terminating within the same LATA, or an originating attempt.

Carrier Identification Code (CIC)

Denotes the numeric code that is assigned by the North American Numbering Plan Association (NANPA) to long distance carriers for the provisioning of Feature Group B and/or D trunk side Access Service. The four digit numeric code uniquely identifies the customer.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, Trust, corporation or government entity or any other entity which subscribes to the services offered under this tariff.

End User

Denotes any customer of an intrastate telecommunications service that is not a carrier.

Exchange

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

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2. Definitions (Cont'd)

Interexchange Carrier

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

IntraLATA Service

Applies to service between points which are in the same Local Access and Transport Area (LATA).

Local Access and Transport Area (LATA)

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

Message

Denotes a "call" as defined preceding.

The Telephone Company

Refers to Southwestern Bell Telephone (SWBT).

3. IntraLATA Wholesale Service Regulations

3.1 Scope

- A. The Telephone Company does not undertake to transmit messages but furnishes the use of its service to its Customers for telecommunications.
- B. The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customers for the furnishing of any service.
- C. Facilities utilized by the Telephone Company to provide service under the provision of this tariff shall remain the property of the Telephone Company.

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3.2 Availability of Service

Service is furnished subject to the availability of the service components required. The Telephone Company will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3 Limitations of Duration of Connections

The Telephone Company reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.

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3. IntraLATA Wholesale Service Regulations (Cont'd)

3.4 Liability

- A. The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by an IC or by any others, for damages associated with any aspect of the provision of service and subject to the provisions of B through E, following, the Telephone Company's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- B. The customer shall indemnify and save the Telephone Company harmless (T) against claims for libel, slander, or infringement of copyright from the material transmitted over its service; against claims for infringement of patents arising from combining with, or using in connection with, service of the Telephone Company, and against all other claims arising out of any act or omission of the customer in connection with service provided by the Telephone Company. (T)
- C. No customer participating in this service shall be liable for any act or omission of any other customer also participating in the service. (T)
- D. The Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to person or property from voltages or current transmitted over the service of the Telephone Company (except to the extent a contributing cause is the malfunctioning of a Telephone Company-provided connecting arrangement).
- E. The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control. (T)

3.5 Abuse and Fraudulent Use

- A. 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 service includes:

The use of the services of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- B. The obtaining, or attempting to obtain or assisting to obtain or to attempt to obtain, IntraLATA service, by rearranging, tampering with, or making connection with any service components of the Telephone 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 in part, of the regular charge for such service;
- C. The use of service of the Telephone 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 the service by one or more other customers.

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3. IntraLATA Wholesale Service Regulations (Cont'd)

3.6 Unlawful Purposes

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

3.7 Payment for Service

The customer is responsible for payment of all charges for services furnished to the customer.

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3.8 Termination of Service for Cause

Upon nonpayment of any sum due the Telephone Company, or upon a violation of any of the conditions governing the furnishing of service, the Telephone Company may by notice in writing to the customer, without incurring any liability, forthwith discontinue the furnishing of said service until payment in full has been received.

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3.9 Advance Payments

Applicants for IWS, whose financial responsibility is not a matter of general knowledge or who are not connected in a substantial way with a firm, corporation or other concern of established credit, may be required to make an advance payment of at least one month's estimated charges.

3.10 Deposits

The Telephone Company may, in order to safeguard its interests, require the customer to deposit a sum up to an amount equal to twice the estimated average monthly charge for IWS offered herein; such deposit to be held by the Telephone Company as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves IC from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bill on presentation. At such time as the service is terminated, the amount of the deposit shall be credited to the customer's account and any credit balance which may remain shall be refunded. At the option of the Telephone Company such a deposit may be refunded or credited to the customer at any time prior to termination of the service.

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In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple interest that has been established by the appropriate legal authority within the state.

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4. IntraLATA Wholesale Service (IWS)

4.1 Description

General

IWS offers customers the ability to utilize the Telephone Company's network to provide 1+ IntraLATA originating and terminating toll calls for the customer's end users.

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IWS provides an originating and terminating wholesale IntraLATA service offering to an IWS customer. The IWS customer can use these facilities to provide IntraLATA toll service to their end user customer.

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4.1 Description (cont'd)

General (cont'd)

IWS allows customers with a valid Carrier Identification Code (CIC) to route all 1+ IntraLATA toll traffic including their casual dialed IntraLATA toll calls (101XXXX+1) over the Telephone Company's existing network excluding Foreign and Home Numbering Plan Area (F/HNPA) 555-1212 intraLATA, HNPA 555-1212 interLATA and Coin service (1+ Coin Service will not work without Exchange Access Operator Services Signaling and coin control signaling provided by the subscriber's trunk group).

4.2 Ordering

An IWS Order is an order to provide the customer with IWS services or to provide modifications to existing IWS services. Depending upon the services, facilities or service interval dates requested, one or more IWS orders may be required to provide the customer with IWS service.

5. Rates

5.1 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for IWS.

There are two types of rates and charges that apply to the IWS rate elements. These are nonrecurring charges for the IWS Order Charge and usage rates for the IWS rate per MOU.

5.2 Rate Application

- (A) The IWS Rate is applied on an originating minute of use basis. It includes the use of network facilities, provision of unrated toll records and terminating charges.
- (B) The IWS Service Order Charge will be applied to each service order processed.

5.3 Rates and Charges

	<u>USOC</u>	<u>Rate per Minute of Use</u>	
(A) IWS Rate	ZZUIT	\$.07	(R)
(B) IWS Service Order Charge, per order		Nonrecurring Charge	\$34.91