

P.S.C. MO NO. 25
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

RESIDENTIAL SERVICES TARIFF

Title Sheet
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TITLE PAGE

This Tariff applies to
Interexchange Carrier, Residential Services offered by
AT&T Communications of the Southwest, Inc.

Issued: March 30, 2012

Carol E. Paulsen, Director Regulatory
208 S. Akard St.
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Effective: May 1, 2012

P.S.C. MO NO. 25
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

RESIDENTIAL SERVICES TARIFF

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RESIDENTIAL SERVICES TARIFF

Preface
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PREFACE

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meaning are as follows:

EXPLANATION OF SYMBOLS

- (AT) Indicates addition to text
- (C) Indicates a correction
- (CP) Indicates change in practice
- (CR) Indicates change in rate
- (CT) Indicates change in text
- (DR) Indicates discontinued rate
- (FC) Indicates a change in format
lettering or numbering
- (MT) Indicates moved text
- (NR) Indicates new rate
- (RT) Indicates removal of text

RESIDENTIAL SERVICES TARIFF

Section 1
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1. APPLICATION OF TARIFF

1.1 Application

1.1.1 General

This tariff contains the rates, terms and conditions applicable to Casual Calling and Initial Subscription Services provided to residential Customers for calling between two or more stations within the state of Missouri.

The rates, terms and conditions listed in this tariff are applicable for services provided pursuant to this tariff. When services are not provided pursuant to a filed tariff, the rates, terms and conditions shall be offered pursuant to a Services Agreement contract. The agreements are provided at <http://www.att.com/servicepublications> . Price lists can also be found via this link.

1.1.2 Jurisdiction

This tariff is on file with, and covers the use of the services subject to the jurisdiction of, the Public Service Commission of Missouri.

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2. GENERAL REGULATIONS

2.1 Scope

- A. Casual Calling and Initial Subscription Services are that of furnishing facilities for communication between points within the State of Missouri in accordance with the regulations and system of charges specified in this tariff. The charges specified in this tariff are in payment for all service furnished between the calling and called stations.
- B. The Company does not undertake to transmit calls, but offers, subject to the terms and conditions specified in this tariff, the use of its facilities where available for communication between Customers.

2.2 Availability of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Casual calling and Initial subscription Services shall take precedence over all others.

2.3 Limitations on duration of connections

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

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2. GENERAL REGULATIONS

2.4 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of Casual Calling and Initial Subscription Services, and subject to the provisions of B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the Casual Calling and Initial Subscription Services call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of Casual Calling and Initial Subscription Services, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of Casual Calling and Initial Subscription Services furnished pursuant to this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from combining or using Casual Calling and Initial Subscription Services furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others relating to Casual Calling and Initial Subscription Services provided pursuant to this tariff.
- E. The Company does not guarantee or make any warranty with respect to Casual Calling and Initial Subscription Services when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to Casual Calling and Initial Subscription Services provided pursuant to this tariff when used in an explosive atmosphere.

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2. GENERAL REGULATIONS

2.4 Liability (continued)

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of Casual Calling and Initial Subscription Services offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain service under this tariff shall be excused by Labor difficulties, governmental orders, civil commotion's, acts of God, and other circumstances beyond the Company's reasonable control.
- H. The Company shall not be liable for errors in transmitting, translating, receiving or delivering messages by telephone, Text Telephone (TT) or any other instrumentality over the facilities of the Company, connecting utilities or through a Telecommunications relay service (TRS) center.

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2. GENERAL REGULATIONS

2.5 Use of Service

- A. 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 tariff.
- B. 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:
 - 1. The use of the service of the 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.
 - 2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Casual Calling and Initial Subscription Services by rearranging, tampering with or making connection with any service components 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 in part, of the regular charge for such service.
 - 3. The use of the service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
 - 4. The use of profane or obscene language.
 - 5. 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.

2.6 Use of Service for Unlawful Purposes

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

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2. GENERAL REGULATIONS

2.7 Obligation of the Customer

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called service point or service points.

2.8 Payment for Service

The customer is responsible for payment of all charges for services furnished the customer, including charges for services originated or charges accepted at the customer's service point.

2.9 Billing and Collection of Charges

The charges for Casual Calling and Initial subscription Services and chargeable reports are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

AT&T may bill Customers on other than a monthly basis (e.g., every other month, every third month) unless a Customer requests monthly billing. In no case will AT&T issue bills less frequently than once every three months.

A charge at the greater amount of \$5.50 or 1.5% will apply to all amounts previously billed on a Customers bill, including arrears and late payment charges, which remain unpaid at the time the next bill is prepared, provided billing capability exists. The first occurrence will be waived. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's late payment charge applies.

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2. GENERAL REGULATIONS

2.10 Termination of Service for Cause

Upon nonpayment of any sum due the Company or its authorized agent or upon a violation of any of the conditions governing the furnishing of service, the Company or its authorized agent may after five days notice in writing to the customer, without incurring any liability, forthwith discontinue the furnishing of said service.

2.11 Advance Payments

- A. Applicants for Casual Calling and Initial Subscription Services, who have no account with the Company or its authorized agent, or 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 at the time the application is signed, of at least one month's estimated charges for the service provided.
- B. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

2.12 Restoral of Service

If service is suspended for non-payment, service will be restored upon receipt of payment of all charges due, which include charges for service and facilities during the period of suspension and which may include a service restoral charge. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon clearance of the check by the bank.

2.13 Right to Refuse Service for Prior Indebtedness

The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service(s) previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for a former subscriber of the Company who is indebted for previous service(s) until satisfactory arrangements have been made for the payment of the prior indebtedness. If service is established and it is subsequently determined that either condition above exists, the Company may suspend or terminate such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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2. GENERAL REGULATIONS

2.14 Credit Limits

Where AT&T provides the billing function for residence long distance services, AT&T may establish credit limits for new and existing customers based on credit scores assigned by commercial credit reporting agencies or based on the customer's payment history. Where a credit limit is established for a customer, the customer will be notified of his/her initial credit limit amount and any subsequent credit limit changes. Customers will be notified at least 5 days in advance of any credit limits that are placed in effect. In the event that the established credit limit is exceeded on the customer's billing account, access to AT&T's long distance services will be restricted where facilities are available. Access to local calling, operator assisted calls, emergency services (9-1-1), 800, 888 will not be affected by this restriction. Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding service restoral.

In the event a Customer has not reached their initially established credit limit, but has become delinquent in his/her payments, AT&T may place a restriction on continued use of AT&T long distance services until the customer is able to make arrangements satisfactory to the Company. This restriction may be set lower than the Customer's initial credit limit due to his/her delinquent status. Access to local calling, emergency services (9-1-1), 800, 888 will not be affected by this restriction. In the event that access is restricted due to payment delinquencies, customers attempting to access the restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding service restoral.

2.15 Casual Usage

AT&T may, in its discretion, limit services provided to a residential location in order to protect the Company from potential non-payment by non-subscribers utilizing AT&T's network. In the event access is restricted, customers attempting to access AT&T's network will be automatically routed to either a recorded announcement or a service representative for information regarding service restoral.

2.16 Return Check Charge

An administrative charge of \$22.50 is applied to the customer's bill for each occasion that a check, bank draft or electronic funds transfer is returned for the reason of insufficient funds or no account. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's local exchange service return check charge applies.

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2. GENERAL REGULATIONS

2.17 Deposits

- A. The Company or its agent may require an applicant or a present customer to post a deposit not to exceed the estimated amount of the total charges for service and facilities for an average period of two months, such deposit to be held by the Company or its agent as guarantee of payment.
- B. An applicant for service, or a present customer, may satisfy a deposit requirement by providing a Contract of Guaranty in an amount not less than the requested deposit from a present customer acceptable to the Company or its agent. The guaranty contract shall be on a form provided by the Company or its agent which shall include the Company's and/or its agent's right to transfer charges to the limit of the guaranty, from a defaulted bill of the customer, from whom a deposit or a Contract of Guaranty was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service.
- C. The fact that a deposit has been made, or a guaranty provided, shall in no way relieve the customer from complying with the Company's and/or its agent's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of the Company or its agent providing for the temporary suspension of service or the termination of the service contract for non-payment of bills.
- D. The amount of the deposit may be refunded at any time at the option of the Company or it will be refunded at the termination of the service either by the customer or the Company, less such sums as may be due the Company for service rendered. Simple interest at the rate of nine per-cent per annum will be paid on deposits held thirty days or more. 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.
- E. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require the Company or its agent to have such credit protection, after the Company or its agent has furnished five day's written notice to the customer requiring the customer to furnish such deposit. If, in the judgment of the Company or its agent, unusual risk of financial loss exists, service may be suspended after forty-eight hours' written notice has been furnished to the customer.

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2. GENERAL REGULATIONS

2.18 Special Taxes, Fees and Charges

- A. Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, in so far as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee.
- B. A monthly service charge will be applied to each AT&T long distance residential customer's account. This monthly charge is applied if a customer has AT&T billable charges and credits on their bill, including, but not limited to, monthly recurring or minimum usage charges. This charge does not contribute towards any applicable minimum monthly charge.

Customers in AT&T's Lifeline Program are exempt from this service charge. Customers who have AT&T Local Phone Service are also excluded from this charge.

	<u>Per Month</u>
Per Account	\$2.49

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2. GENERAL REGULATIONS

2.18 Special Taxes, Fees and Charges(continued)

C. Missouri Universal Service Fund

The Company will place on each retail end-user's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the commission. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund." The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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2. GENERAL REGULATIONS

2.19 Time and Charges on Messages

Time and charges on Casual Calling and Initial Subscription Services calls may be quoted upon request from the customer. Name association with time and charge details will be provided where service components permit. The Company reserves the right to determine the service component used where there are multiple service components.

2.20 Reserved for Future Use

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2. GENERAL REGULATIONS

2.21 Connections

2.21.1 General

When Customer Equipment is connected to Casual Calling and Initial Subscription Services it must comply with Part 68 of the FCC's Rules and Regulations, 47 C.F.R. Part 68 (commonly known as the FCC's Registration Program). When any equipment or system which is not subject to Part 68 of the FCC's Rules and Regulations is connected, the Minimum Protection Criteria specified in this tariff must be met.

The Company is responsible for the quality of transmission from station to station.

2.21.2 Responsibilities of the Customer

When Customer equipment or a Customer-provided communications system is connected to Casual Calling and Initial Subscription Services, the Customer assumes responsibility for the connection as follows:

A. Compatibility with Casual Calling and Initial Subscription Services

The Customer is responsible for the compatibility of its equipment or system with Casual Calling and Initial Subscription Services. This responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

B. Interference and Hazard

The operating characteristics of the customer equipment or customer-provided communications system connected to Casual Calling and Initial Subscription Services must not interfere with, or impair, any of the services offered by this Company. In addition, they must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company equipment, or otherwise injure the public in its use of Casual Calling and Initial Subscription Services.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.2 Responsibilities of the Customer (continued)

C. Changes to Casual Calling and Initial Subscription Services

The Company is not obligated to alter or modify Casual Calling and Initial Subscription Services because of additions or changes to Customer equipment or a communications system provided by the Customer or others.

D. Testing and Maintenance

If a trouble condition occurs on an assembly, the Customer must determine whether the fault is in (1) the connected Customer equipment or Customer-provided communications system, or (2) Casual Calling and Initial Subscription Services. The Company will test and maintain only Casual Calling and Initial Subscription Services.

The testing of Casual Calling and Initial Subscription Services will usually be made from a central office. The Company will not dispatch a repair person to a Customer's or User's premises if a trouble condition (or suspected trouble condition) exists on the local exchange service. The Customer is responsible for requesting such dispatch from the provider of the local exchange service. The Customer is also responsible for the payment of such provider's charges, if any, for the dispatch.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.3 Responsibilities of the Company

A. General

The Company will furnish and maintain its service components in a manner suitable for Casual Calling and Initial Subscription Services. The Company will make available information as required by Part 68 of the FCC's Rules and Regulations (e.g., the number of ringers that may be connected to a particular line). In addition, the Company will be responsible for the compatibility of its equipment or services with Casual Calling and Initial Subscription Services when such equipment or services are connected to Casual Calling and Initial Subscription Services at a central office.

B. Changes in Components, Operations, or Procedures

The Company is not responsible to any party if a change in its Casual Calling and Initial Subscription Services components, operations, or procedures, which is consistent with the Registration Program, (1) affects any facilities, Customer equipment or Customer-provided communications systems provided by others in any way, or (2) requires their modification in order to be used with Casual Calling and Initial Subscription Services. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the Casual Calling and Initial Subscription Services or render any Customer equipment or Customer-provided communications system incompatible with Casual Calling and Initial Subscription Services, the Company will provide adequate notice, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

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2. GENERAL REGULATIONS

2.21 Connections (Continued)

2.21.4 Connection to a Customer-provided Communications System or to Service(s) Provided by Others

Any system or service connected to a Casual Calling and Initial Subscription Services offering must be operated and maintained so it will work satisfactorily with Casual Calling and Initial Subscription Services. Connections to Casual Calling and Initial Subscription Services will be made in accordance with the following:

A. Answer Supervision

Answer supervision must be provided when a Casual Calling and Initial Subscription Services offering is connected to switching equipment or a Customer-provided communications system which is not subject to Part 68 of the FCC Rules and Regulations, 47 C.F.R. Part 68. In such cases, the equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the Casual Calling and Initial Subscription Services call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party.

B. Minimum Protection Criteria

The connection at the station used for Casual Calling and Initial Subscription Services must be made so that it continually complies with the specified Minimum Protection Criteria, Section 2.21.5 of this tariff.

C. Customer-provided Communications System Failures

When a Customer-provided communications system fails and the connection to Casual Calling and Initial Subscription Services is not through switching equipment, the Customer-provided communications system must be arranged to promptly return the Casual Calling and Initial Subscription Services to an idle (on-hook) state. In addition, the Customer must notify the Company when the Customer-provided communications system fails.

D. Use of Satellite Facilities

If a Customer-provided communications system uses satellite facilities (directly or indirectly), and is connected to Casual Calling and Initial Subscription Services, there may be two or more satellite links involved in the combined connection. In such cases, the Company will not be responsible for any deterioration in transmission. It will continue to furnish Casual Calling and Initial Subscription Services using the service components that it considers to be appropriate.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.5 Minimum Protection Criteria

A. General

Minimum Protection Criteria have been specified so that Company personnel, equipment, and services will be protected from the harmful effects of signal power overload, hazardous voltages and longitudinal imbalance. Minimum Protection Criteria apply to the direct electrical, acoustic, or inductive connections of Customer Equipment, test equipment and Customer-provided communications systems to the Casual Calling and Initial Subscription Services.

B. All Connections

Customer Equipment, test equipment and Customer-provided communications systems which are connected to Casual Calling and Initial Subscription Services on a direct electrical basis or an acoustic or inductive basis, must comply with the following.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.5 Minimum Protection Criteria (continued)

B. All Connections (continued)

1. To protect other Company services, it is necessary that the signal which is applied at the station meets the following limits:

- a. Metallic Voltage

- (1) 4 kHz to 270 kHz

Center Frequency (f) of 8 kHz Band	Maximum Voltage in All 8 kHz Bands	Terminating Impedance
8 kHz to 12 kHz	- (6.4 / 12.6 log f) dBV*	300 ohms
12 kHz to 90 kHz	(23 - 40 log f) dBV	135 ohms
90 kHz to 266 kHz	- 55 dBV	135 ohms

*dBV = $20 \log_{10}$ voltage in volts

- (2) The root-mean-square (RMS) value of the metallic voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -15 dBV. This limitation applies with a metallic termination having an impedance of 135 ohms.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.5 Minimum Protection Criteria (continued)

B. All Connections - (Continued)

1. (continued)

b. Longitudinal Voltage

(1) 4 kHz to 270 kHz

Center Frequency (f) of 8 kHz Band	Maximum Voltage in All 8 kHz Bands	Terminating Impedance
8 kHz to 12 kHz	- (18.4 / 20 log f) dBV*	500 ohms
12 kHz to 42 kHz	(3 - 40 log f) dBV	90 ohms
42 kHz to 266 kHz	- 62 dBV	90 ohms

*dBV = 20 log₁₀ voltage in volts

- (2) The root-mean-square (RMS) value of the longitudinal voltage components in the frequency range of 270 kHz to 6 MHz shall, averaged over 2 microseconds, not exceed -30 dBV. This limitation applies with a longitudinal termination having an impedance of 90 ohms.
2. To prevent the interruption or disconnection of a Casual Calling and Initial Subscription Services call, it is necessary that the signal power applied at the station be limited. Specifically, the signal at the station shall at no time have energy concentrated solely in the 2450 to 2750 Hz band. If there is signal power at the station in the 2450 to 2750 Hz band, it must not exceed the power present at the same time in the 800 to 2450 Hz band.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.5 Minimum Protection Criteria (continued)

C. Direct Electrical Connections

In addition to the regulations in B. preceding, Customer Equipment, test equipment and Customer-provided communications systems which are connected to Casual Calling and Initial Subscription Services on a direct electrical basis must comply with the following:

1. To prevent excessive noise and crosstalk, it is necessary that the power of the signal presented at the AT&T Central Office not exceed 12dB below one milliwatt when measured over any three-second interval. To insure that this limit is not exceeded, the power of the signal which may be applied by the Customer Equipment, test equipment or Customer-provided communications system to the station will be specified for each Customer location. In no case shall the power exceed one milliwatt.

D. Acoustic or Inductive Connections

In addition to the regulations in B. preceding, Customer Equipment and Customer-provided communications systems which are connected to Casual Calling and Initial Subscription Services on an acoustic or inductive basis must comply with the following:

1. To prevent excessive noise and crosstalk, it is necessary that the power of the signal which is applied by the equipment to the station located on the Customer's or User's premises be limited so that the signal power does not exceed 9dB below one milliwatt when averaged over any three second interval. However, to permit each Customer, independent of distance from the serving office, to supply signal power which at the serving office, approximates 12dB below one milliwatt when averaged over any three-second interval, the Company, at the Customer's request, will specify, for each Customer location, the signal power at the station, which shall in no case exceed one milliwatt.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.6 Recording of Two-way Telephone Conversations

Casual Calling and Initial Subscription Services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment which is directly, acoustically or inductively connected with Casual Calling and Initial Subscription Services may be used for the recording of such conversations subject to the following regulations which have been adopted by the FCC:

A. Recording Requirements

The voice recording equipment must be arranged so that it can be connected or disconnected (or switched on or off) at the will of the Customer. In addition, one of the following conditions must apply:

- All parties to the telephone conversation must give their prior consent to the recording of the conversation, and the prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
- A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of (1) the recording equipment, or (2) registered or grandfathered protective circuitry.

A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:

- the licensee informs each party to the call of its intent to broadcast the conversation; or
- each party to the call is aware of the licensee's intent to broadcast the call; or
- such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.

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2. GENERAL REGULATIONS

2.21 Connections (continued)

2.21.6 Recording of Two-Way Telephone Conversations (continued)

B. Exceptions

The FCC has established the following exceptions to the foregoing requirements:

1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls. Included in this exception are:
 - a. Recordings made at the United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line system when connected to Casual Calling and Initial Subscription Services.
 - b. Recordings made by the United States Nuclear Regulatory Commission of the Department of Energy with respect to the telephone systems located at its Operations center.
2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted. Included in this exception are:
 - a. Recordings made by the United States Secret Service of the Department of the Treasury for recording of two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of his immediate family, or the White House and its grounds.
3. Recordings of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under color of law.

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2. GENERAL REGULATIONS

2.22 Duplicate Bill Charges

Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), a customer may request a paper copy of their bill(s). A Duplicate Bill Charge may apply upon a customer's request for duplicate copies of their telephone bill(s) in accordance with the charges specified following, unless stipulated differently in the customer's contract. This service will be available where billing and technology exist.

The Duplicate Bill Charge will not be applied in the following instances:

1. When a customer is currently subscribing to a service to receive additional copies of their bills;
2. When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer of change of address orders;
3. When customers have not received a bill due to Company error in the address of the bill;
4. When a customer requests a copy of the current monthly bill or final bill.

The Duplicate Bill is mailed via standard US mail only. The per bill copy charge is \$ 5.00.

With respect to any claim or suit, by a customer or others, for damages arising from delays, errors or omissions, or the failure to provide bill copies, Company liability, if any, shall not exceed the amount paid for the service.

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2. GENERAL REGULATIONS

2.23 Convenience Fee for Payment Made With a Company Representative

A fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was originated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

Rates and Charges

Per Telephone Request	\$5.00
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RESIDENTIAL SERVICES TARIFF

Section 2
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2. GENERAL REGULATIONS

2.24 Definitions

Call

A communication between a calling station and one or more called stations.

Called Station

The station (e.g. telephone number) called, or the terminating point of a call.

Calling Station

The station (e.g. telephone number) from which a call is originated.

Company

AT&T Communications of the Southwest, Inc.

Customer

The person or legal entity which orders service directly or through an agent.

Central Office

A switching unit of the exchange carrier providing telecommunications service to the subscribers connected thereto.

Channel

A path or paths for electrical communications suitable for the purpose furnished and derived in such a manner as the Company may elect.

Dial Station

A classification whereby a residential Customer originates the call from their home, it is billed to the Customer's main billed account, and is made without the assistance of a Company operator or an automated call processing system.

Exchange

One or more central offices, with the associated plant, used in furnishing communication service within a specified area established by the local exchange carrier.

RESIDENTIAL SERVICES TARIFF

Section 2
Original Sheet 25

2. GENERAL REGULATIONS

2.24 Definitions (continued)

Instate Long Distance calling

Includes intraLATA (also known as Regional Toll or Local Toll) and interLATA calls.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses designated local exchange carrier exchanges which are grouped to serve common social, economic and other purposes.

Premises

A building or buildings on continuous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Rate Center

A point within an exchange from and to which mileage measurements are made in determining message telecommunications service and interexchange mileage prices. In general, a point is selected at the approximate center of the most densely populated portion of the exchange. There may be more than one rate center in an exchange.

Station

Denotes the network control signaling unit and any other equipment which enables a Customer to establish communications connections and to effect communications through such connections.

RESIDENTIAL SERVICES TARIFF

Section 3
Original Sheet 1

3. CASUAL CALLING SERVICES

3.1 General

AT&T Casual Calling Services permit callers to access AT&T's switched network for completion of their instate long distance Dial Station calls by dialing carrier access code 1010288 or 1010345. The rates, terms and conditions specified in this section apply to instate long distance Dial Station calls billed under the following Non-Subscriber 1010288 Service, Lucky Dog 1010345 Service offerings, or any other AT&T-assigned carrier access codes.

3.1.1 Non-Subscriber 1010288 Service

Non-Subscriber 1010288 Service provides for instate long distance Dial Station calls placed via carrier access code 1010288 and billed to the Customer's main billed domestic telephone account that is not presubscribed to AT&T as the primary long distance carrier.

Non-Subscriber 1010288 Service is provided as specified in this section of the tariff.

3.1.2 Lucky Dog 1010345 Service

Lucky Dog 1010345 Service provides for instate long distance Dial Station calls placed via carrier access code 1010345 and billed to the Customer's main residential domestic telephone account.

Lucky Dog 1010345 Service is provided as specified in this section of the tariff.

RESIDENTIAL SERVICES TARIFF

Section 3
Original Sheet 2

3. CASUAL CALLING SERVICES

3.2 Non-Subscriber 1010288 Service (continued)

3.2.1 General

Non-Subscriber 1010288 Service is available for instate long distance calls placed from points within the state of Virginia and billed to the Customer's residential telephone account that is not presubscribed to AT&T as the primary interexchange carrier. Access to Non-Subscriber 1010288 Service for Dial Station calls must be made by dialing the carrier access code 1010288. The Customer is responsible for any 1010288 charges billed to the Customer's account regardless of how the carrier access code is dialed.

3.2.2 Calls Not Subject to Non-Subscriber 1010288 Charges

Non-Subscriber 1010288 Service does not apply to the following type of calls: conference calls, calls to AT&T Directory Assistance, calls to "00"INFO, calls completed via "00"INFO, calls to 800 and 900 telephone numbers, Telecommunications Relay Service calls, calls placed from cellular phones, calls made by certified Customers with Disabilities, calls billed to a residential telephone account for which presubscription to AT&T has been discontinued, but an active billing record for such account still exists in AT&T's billing system.

Calls billed to a residential telephone account for which presubscription to AT&T has been discontinued, but an active billing record for such account still exists in AT&T's billing system will be rated at Dial Station rates as described in the Price List.

3.2.3 Credits

AT&T will credit the charges for Non-Subscriber 1010288 Service reported by newly presubscribed AT&T Customers during the period between presubscription and administrative processing of the new Customer. AT&T will also credit the charges for Non-Subscriber 1010288 Service reported by Customers during a reportable incident of service outage by another carrier. To receive either of these credits, Customers must contact AT&T through an 800 number designated for billing inquiries. Applicable Dial Station charges will apply for all completed calls for which a credit is received. The credit will be given either in the form of a bill credit or a Long Distance Certificate, at AT&T's discretion.

RESIDENTIAL SERVICES TARIFF

Section 3
Original Sheet 3

3. CASUAL CALLING SERVICES

3.2 Non-Subscriber 1010288 Service (continued)

3.2.4 Availability

The application of charges for Non-Subscriber 1010288 Service is subject to billing availability.

3.2.5 Rates and Charges

Non-Subscriber 1010288 Service does not apply to the following type of calls:

- Usage charges and a per call Service charge apply to each completed call.
- Service Charges associated with Non-Subscriber 1010288 Service apply in addition to all other applicable Service Charges and Surcharges.
- Charges are applicable 24 hours-a-day, 7 day-a-week.
- Duration of each call is recorded in whole minutes, with partial minutes rounded up to the next whole minute (for example, a 45 second call will be billed as a one-minute call).

See the Price List section of this tariff for current rates and charges.

RESIDENTIAL SERVICES TARIFF

Section 3
Original Sheet 4

3. CASUAL CALLING SERVICES

3.3 Lucky Dog 1010345 Service

3.3.1 General

AT&T markets this Casual Calling Service under the brand name Lucky Dog 1010345 Service. Participating Customers may access Lucky Dog 1010345 Service by dialing carrier access code 1010345.

Lucky Dog 1010345 Service is available for instate long distance Dial station calls placed from points within the state of Missouri and billed to the Customer's domestic telephone account under the trade name of Lucky Dog or Vista. Lucky Dog 101345 Service is furnished subject to billing availability. The General regulations specified in sections preceding, also apply to Lucky Dog 1010345 Service except if specified otherwise under this section. Calls to AT&T instate Directory Assistance are also provided. Callers must dial carrier access code 1010345, then dial the area code for the telephone number desired plus 555-1212 for AT&T instate Directory Assistance. The Lucky Dog 1010345 Service per call connection charge applies.

3.3.2 Calls Not Available Under Lucky Dog 1010345 Service

- Calls billed to a calling card,
- Calls placed from a public or semi-public payphone,
- Calls requiring operator assistance,
- Conference calls,
- Mobile calls,
- Calls to 500, 700, 800, 866, 877, 888, and 900 numbers.

RESIDENTIAL SERVICES TARIFF

Section 3
Original Sheet 5

3. CASUAL CALLING SERVICES

3.3 Lucky Dog 1010345 Service (continued)

3.3.3 Discontinuance of a Customer's Lucky Dog 1010345 Service

The following regulations apply in lieu of the regulations applicable to discontinuance of service specified in Section 2, preceding.

The Company may discontinue or suspend a Customer's Lucky Dog 1010345 Service immediately and without notice pursuant to the following:

- the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, past or current use of communications services or planned use of service(s); or
- the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or planned use of the Company's service(s); or
- the Customer states that he/she will not comply with a request of the Company for security for the payment for service(s) or advance payments, as specified in this tariff; or
- the Customer uses service to transmit a call, locate a person or otherwise give or obtain information without payment for the service; or
- the Customer uses the service of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another; or
- the customer uses, or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (1) using or attempting to use service by rearranging; tampering with, or making connections to the Company's service not authorized by this tariff, or
 - (2) false credit devices, electronic devices, or
 - (3) any other fraudulent means or devices.

RESIDENTIAL SERVICES TARIFF

Section 3
Original Sheet 6

3. CASUAL CALLING SERVICES

3.3 Lucky Dog 1010345 Service (continued)

3.3.3 Discontinuance of a Customer's Lucky Dog 1010345 Service
(continued)

Upon failure to comply with a request made by the Company for security for the payment of service(s) or advance payments, as specified in this tariff the Company may, by giving at least ten (10) calendar day's prior written notice to the Customer, discontinue or suspend Lucky Dog 1010345 Service without incurring any liability.

Upon violation of any of the other material, terms or conditions for furnishing service, the Company may discontinue or suspend Lucky Dog 1010345 Service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Lucky Dog 1010345 Service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the service to be provided or any violation of an applicable law or regulation, the company may with or without written notice discontinue Lucky Dog 1010345 Service without incurring any liability.

RESIDENTIAL SERVICES TARIFF

Section 3
Original Sheet 7

3. CASUAL CALLING SERVICES

3.3 Lucky Dog 1010345 Service (continued)

3.3.4 Rates and Charges

Usage charges and a per-call Connection Charge apply to each completed call.

Charges are applicable 24 hours-a-day, 7 day-a-week.

Duration of each call is recorded in whole minutes, with partial minutes rounded up to the next whole minute (for example, a 45 second call will be billed as a one-minute call).

The connection Charge, per call, also applies to each completed call to intrastate Directory Assistance in addition to the Directory Assistance rates.

See the Price List section of this tariff for current rates and charges.

RESIDENTIAL SERVICES TARIFF

Section 4
Original Sheet 1

4. INITIAL SUBSCRIPTION SERVICE

4.1 General

The rates, terms and conditions in this section apply to instate long distance Dial Station calls placed by Customers whose initial subscription to AT&T is made through a local service provider and the Customer has not yet received an AT&T Consumer Services Agreement. AT&T will issue an AT&T Consumer Agreement to the Customer upon notification by the local service provider to AT&T that the Customer has subscribed to AT&T as their primary interexchange carrier.

The terms and conditions that apply to the Dial Station service provided under this section will apply until the Customer of the service receives the AT&T Consumer Services Agreement or until the Customer directly contacts AT&T and enrolls in an AT&T Calling Plan, Promotion or Service Offering that is not provided under this tariff, whichever occurs first.

RESIDENTIAL SERVICES TARIFF

Section 4
Original Sheet 2

4. INITIAL SUBSCRIPTION SERVICE

4.2 AT&T Dial station Instate Long Distance

AT&T Dial station instate long distance rates apply to calls billed to the Customer's residential telephone account for which the initial subscription to AT&T is made through a local service provider other than AT&T.

Dial Station rates apply when:

- The person originating the call dials the telephone number desired and completes the call without the assistance of a Company Operator or the Company's automated operator system, and the call is billed to the calling station.
- The calling station cannot complete dial station call due to trouble on the telecommunications network, and chooses to re-dial the call.
- A calling station re-establishes a dial station call that has been involuntarily interrupted after the station has been reached.
- A company Operator places a call for a calling station who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.
- A company Communications Assistant completes a call between persons with hearing and/or speech disabilities who use a Text Telephone (TT) or its equivalent and hearing persons who use an ordinary telephone (the completed call is rated and billed as a call from the calling station to the called station).
- A company Operator places a call because no automatic recording equipment is available for dial completion.

RESIDENTIAL SERVICES TARIFF

Section 4
Original Sheet 3

4. INITIAL SUBSCRIPTION SERVICE

4.3 Time-of-Day and Day-of-Week

The following rate periods apply to all class of service calls.

Peak Rate Period	From 7:00 AM through 6:59 PM, Monday through Friday.
Off-Peak Rate Period	From 12:00 AM through 6:59 AM Monday through Friday, and 7:00 PM through 11:59 PM Monday through Friday.
Weekend Rate Period	From 12:00 AM Saturday through 11:59 PM Sunday.

RESIDENTIAL SERVICES TARIFF

Section 4
Original Sheet 4

4. INITIAL SUBSCRIPTION SERVICE

4.4 Timing of Messages

The time when connection is established (determined in accordance with the time, standard or daylight saving, observed at the location of the rate center of the calling station), determines whether Day, Evening, or Night 7 Weekend rates apply.

- In cases where a call begins in one price period and ends in another, the price in effect at the time the connection is established applies to the initial period. If a minute is split between two rate periods, the rate period applicable at the start of the minute applies to that entire minute. The duration of each call is recorded in whole minutes, with partial minutes rounded up to the next whole minute (for example, a 45 second call will be billed as a one-minute call).
- If the calculation for the charge results in a fractional charge, the fraction or amount will be rounded down to the nearest whole cent.
- Chargeable time ends when a 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 either by automatic timing equipment in the network or by the Company operator.
- Chargeable time does not include time lost because of faults or defects in the service.
- When exchange telephone service used for calls is connected through a service terminating arrangement or connecting arrangement at a Customer's premises to a communications system, chargeable time for all calls begins when a call from the telecommunications network terminates in or passes through the first terminal equipment on that communications system. It is the Customer's responsibility to furnish answer supervision so that chargeable time may begin.

4.5 Rates and Charges

See the Price List section of this tariff for current rates and charges.

P.S.C. MO NO. 25
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

RESIDENTIAL SERVICES TARIFF

Price List
Original Sheet 1

3. CASUAL CALLING SERVICE

3.2 Non-Subscriber 1010288 Service

3.2.1 Dial Station Usage Rates

A. InterLATA

Rate Mileage	Peak Per Minute	Off-Peak Per Minute	Weekend Per/Minute
All Miles	\$0.42	\$0.39	\$0.33

B. IntraLATA

Rate Mileage	Peak Per Minute	Off-Peak Per Minute	Weekend Per/Minute
All Miles	\$0.41	\$0.36	\$0.34

C. Non-Subscriber 1010299 Service Charge

- Per Call	\$3.50
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3.3 Lucky Dog 1010345 Service

A. Usage Rate

Initial Minute	Additional Minute
\$0.10	\$0.10

B. Connection Charge

- Per Call	\$0.30
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P.S.C. MO NO. 25
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

RESIDENTIAL SERVICES TARIFF

Price List
Original Sheet 2

4. INITIAL SUBSCRIPTION

4.1 Dial Station Usage Rates

A. InterLATA

Rate Mileage	Peak Per Minute	Off-Peak Per Minute	Weekend Per/Minute
All Miles	\$0.42	\$0.39	\$0.33

B. IntraLATA

Rate Mileage	Peak Per Minute	Off-Peak Per Minute	Weekend Per/Minute
All Miles	\$0.41	\$0.36	\$0.34

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