



MaryRose Sirianni
Manager
External Affairs

AT&T Florida
150 South Monroe St.
Suite 400
Tallahassee, FL 32301

T: 850-577-5553
F: 850-222-4401
MaryRose.Sirianni@att.com
www.att.com

July 18, 2019

Mr. Cayce Hinton
Director, Division of Industry Development & Market
Florida Public Service Commission
Tallahassee, Florida 32399-0805

Dear Mr. Hinton:

Attached for filing, please find the following revised pages for the AT&T Florida Access Services Tariff.

Access Services Tariff
Section E2 – Third Revised Page 3

This filing is being made in conjunction with the FCC's Second Report and Order in WC Docket No. 17-84 (FCC 18-74) released June 8, 2018 (Zero Demand Forbearance). The language being added to AT&T Florida's tariff by this filing provides that AT&T Florida is no longer required to offer certain services in geographic areas where there are no customers subscribing to those services. To be clear, no existing customers are affected by this filing, nor are any areas affected in which AT&T Florida is already providing services to existing customers. The only change occasioned by this tariff filing is that, in the event a potential customer requests one of the affected intrastate services in an area where AT&T Florida is not already providing the service and has no existing customers, AT&T Florida may decline the request for service. This tariff has an issue date of July 18, 2019 and an effective date of July 19, 2019.

Acknowledgement, date of receipt and authority number of this filing are requested. Your consideration and approval will be appreciated.

If you have additional questions, please contact me at (850) 577-5553.

Sincerely,

MaryRose Sirianni

Manager – External Affairs

Attachment

E2. GENERAL REGULATIONS

E2.1 Undertaking of the Company (Cont'd)

E2.1.3 Liability (Cont'd)

- G. 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 IC or End User against claims of patent infringement arising solely from the use by the IC or End User of services offered under this Tariff and will indemnify such IC or End User for any damages awarded based solely on such claims.
- H. The 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 Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in E2.4.4 following.
- I. Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's purchase of accounts receivable, the Company will advise the IC and the IC shall be liable for any such tax, interest, penalties and surcharge, and the IC shall immediately reimburse the Company the amount of such tax, interest, penalties and surcharge paid by the Company. If the IC disagrees with the Company's determination that any taxes are due by the Company or disagrees with an assessment of any tax, penalty, surcharge and interest due by the Company as a result of the Company's purchase of accounts receivable, the IC shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due.

J. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this Tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

K. Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

L. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual date requirements shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

M. Unauthorized Devices

The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

E2.1.4 Provision of Services

- A. The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services, will provide to the IC upon reasonable notice services offered in other applicable sections of this Tariff at rates and charges specified therein.
- B. The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)
- C. Unless otherwise specified, service will be provided only to those ICs holding certificates of public convenience and necessity issued by the Florida Public Service Commission. (T)