

## RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS

## A. Rules and Regulations

1. The regulations specified herein are in addition to the regulations contained in other sections of this Guidebook. Failure on the part of customers to observe these rules and regulations of the Company automatically gives the Company the right to cancel the contract and discontinue the furnishing of service.

Nothing in this guidebook should be deemed to invalidate or modify the terms and conditions of any existing contracts entered into pursuant to "Centex C.O. Service", "Plexar-II" or "Plexar-Custom" sections of the Guidebook.

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, circuits and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. The Company may grandfather certain Company services in geographic areas at its discretion, subject to any applicable regulatory approvals.

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The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this Guidebook.

2. Present Worth Amount for Equipment Provided Under Plan I and Plan II

Where present worth amount or basis is referred to in the regulations covering equipment provided under Plan I and Plan II rates, the percentage to be used will be nine percent per annum for existing installations and for service ordered before and installed not more than six months after July 29, 1981, except where the installation period allowed in other sections of this Guidebook are different, then the product specific period will apply.

Where present worth amount or basis is referred to in the regulations covering equipment provided under Plan I and Plan II rates, the percentage to be used will be 14.5 percent per annum.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****B. Application for Service**

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Applications for service or requests from customers for additional service, equipment or changes in the grade or class of service become contracts when received by the Company and are subject to the minimum contract term. The Company reserves the right to require application for service to be made in writing on forms supplied by it.

The terms and conditions of all contracts are subject to the rules and regulations in this Guidebook for the particular exchange for which service is to be furnished.

Any general change in rates, rules or regulations shall act as a modification of the contract to that extent without further notice except that in case rates are increased the customer may cancel his contract upon reasonable written notice and upon payment for all service, equipment and any contractual liability.

Unless otherwise specified, the minimum term for which service will be furnished is one month.

In instances where an end user customer converts their existing service from a Competitive Local Exchange Carrier reselling the Company provided service to the Company service at the same service location, a conversion charge, as specified in 'Service Charges - Connections, Moves and Changes' in Part 3, Section 1, may apply in lieu of standard installation charges.

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/1/ Material formerly appeared on Sheet 1.

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**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)**

**C. Application of Business and Residence Rates**

1. Business rates apply at all locations except where residence rates may apply.
2. Residence rates apply at the following locations:

In private residences which are not advertised or used as a place of business.

In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use.

In a detached structure when strictly a part of the residence on the same premises and is not used as a place of business.

Residential rates may also apply to a single line in the private residence of the residential customer when services are provided by the customer and no charge, fee, or any form of remuneration is associated with the provision of the service.<sup>/1/,/2/</sup>

**D. Advance Payments, Deposits and Guaranty Contracts**

1. General

Applicants for service or customers may be required to make advance payments and to furnish security in the form of deposit, guaranty contract, or any combination thereof for services provided from this or other guidebooks of the Company. Advance payments and furnishing of security in no way relieves any customer from the requirement to pay all charges on or before the due date of each bill.

Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require the Company to have such credit protection, after the Company has furnished five days written notice to the customer requiring the customer to furnish such a deposit.

Where a termination agreement or fixed term contract relating to specific equipment or facilities is authorized, the Company may require the customer or applicant to provide security by deposit or guaranty agreement acceptable to the Company in an amount sufficient to assure performance of such agreement or contract in accordance with its terms; a failure to require or obtain such security prior to establishment of any service shall not waive the Company's right to subsequently require such a deposit of security upon reasonable notice to the customer.

2. Advanced Payments

Advance payments will be credited to the initial bill rendered the customer. Any excess will be credited to subsequent bills until the excess is exhausted or refunded

/1/ Local exchange Services provided to amateur radio clubs at their tower locations for the club's auto patches shall be charged residential rates.

/2/ Local exchange service provided to owners of private airplanes that are not used predominately for business, and for the use of which the customer does not charge any fee or receive any form of remuneration, shall be charged residential rates at the hangar where the airplane is permanently located. No business white page listing shall be associated with this service.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)**

**D. Advance Payments, Deposits and Guaranty Contracts (cont'd)**

3. Deposits and Guaranty Contracts

a. Deposit Requirements - Residential Customers

No deposit will be required:

1. If it can be verified that the residential applicant has been a customer of any telephone company in Oklahoma for the same kind of service within the last (18) months and is not delinquent in payment of any telephone company service account and during the last 12 consecutive months of service did not have more than two occasion in which a bill for telephone company service was paid after becoming delinquent, did not present a dishonored check, and never had service disconnected for nonpayment; or
2. If the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required. Guaranty contracts shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the guaranteed account to the account or accounts of the guarantor. Guarantors must be present customers of the Company and must be acceptable as guarantors to the Company.

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b. Deposit Requirements - Business Customers

In the case of business service, if the credit of an applicant for service has not been established satisfactorily to the Company the applicant may be required to make a deposit.

c. Deposit Requirements - Existing Customers

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last twelve billing periods or if the customer has had service disconnected during the last twelve months, has presented a dishonored check or has had significant changes in toll or recurring charges.

d. Amount of Deposit or Guaranty Contract

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advance, or two months' charges when billed in arrears, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****D. Advance Payments, Deposits and Guaranty Contracts (cont'd)**

## 3. Deposits and Guaranty Contracts (cont'd)

## e. Interest on Cash Deposits

The interest rate shall be equal to the current interest rate established by the Director of the Public Utility Division for consumer deposits. If refund of the deposit is made within 30 days of receipt of deposit, no interest payment will be paid. If the Company retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

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.
2. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.
3. The deposit shall cease to draw interest after the discontinuance of service.

## f. Refund of Deposits or Return of Guaranty Contracts

1. If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.
2. When the customer has paid bills for twelve consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.
3. The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Use of Service and Facilities**

1. Use of Customer Service - Unless expressly authorized in this or other guidebooks of the Company, local exchange service is furnished for the exclusive use of the customer, his employees as incident to the employee's service, residents in his household or his authorized users. Use of a customer's local exchange service by others is allowed only in the following exceptions with such shared use being confined to a contiguous property area:
  - a. when the customer is a not-for-profit public or private entity and along with the other users, who are directly affiliated with the customer, have the joint and common purpose of providing charitable, medical, educational, cultural or religious benefit to this state; or
  - b. when both the customer and such users are the State of Oklahoma, the United States, or any political subdivision, department, board, bureau, or commission thereof.

With respect to each of these two exceptions, interconnection of two or more distinct communications systems, either of which share local exchange service, is allowed if both systems are located within the same contiguous property area, or where such interconnection results in the private "intercomming" of the participating user. In no instance may use of the shared local exchange service be permitted to locations outside of the contiguous property area.

The Company has the right to refuse to install customer service or to permit such service to remain on the premises of a public or semi-public character when the service is so located that the public in general or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, if the service is so located that it is not accessible for public use, except as otherwise provided in this Guidebook.

Local Exchange Service may be used by a patron to access enhanced services, resold or shared long distance and/or WATS-type services. No direct payment for local exchange service or its use may be paid to any party other than the Company, except as provided in this Guidebook.

Local Exchange Service may not be utilized in the provision of interexchange telecommunications service to avoid applicable Switched or Special Access Service rates and charges.

Business Local Exchange Service may be used in the provision of interstate enhanced service consistent with the FCC mandated enhanced services exemption. Such interstate enhanced services use is limited to the period for which the FCC enhanced services exemption is in force.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Use of Service and Facilities (cont'd)**

## 1. (cont'd)

Except as specifically provided for in this guidebook or other guidebooks of the Company, Local Exchange Service may not be used to extend the flat rate calling scope of the subscribing customer.

In the event, a customer's service is discovered to be in violation of the aforementioned provisions, the Company shall backbill to recover the under charge. To determine the amount of under charge the Company shall first review its' service records to determine the period of under charge. Should the customer dispute the period determined by the Company, the customer has the burden of demonstrating a shorter period of under charge. In cases where the Company service records do not indicate a probable period of under charge, a period of 12 months shall be used and the burden of demonstrating a shorter period shall be upon the customer. The under charge shall be assessed based upon Switched Access Service charges.

The Company, upon failure of the customer to pay the amount backbilled, shall suspend service to the customer until such time as the backbilled amount plus late payment penalty, if any, are paid in full.

Local Exchange service is all telecommunications service between different customers who are located within the local service area. If an alternate premises termination is requested by the customer, local exchange service may be used to provide access to equipment providing Shared Tenant Service (STS), provided that all other terms and conditions pertaining to the use of service are met, and that facilities are available. STS is the provision of shared services behind a PBX or similar equipment to several patrons within a single continuous property area. The STS communications systems must be located within the continuous property area and be partitioned so that each STS patron has his own local exchange service terminated at the PBX or similar equipment, separate and secure from other patrons. Intercommunications between STS patrons behind the partitioned switch is permitted as long as such intercommunications are limited to within a single continuous property area. Except for the private use of a customer, interconnections of two or more distinct STS communications systems within the local exchange area and LATA is prohibited unless each is located within the same continuous property area.

The customer is responsible for all charges incurred, regardless of whether such charges are associated with his usage, that of any of his authorized users or any other users.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Use of Service and Facilities (cont'd)****2. Paralleling Service**

When both flat rate and measured services are available in an exchange for business or residence service, an applicant may, at his option, select service under either method of rate treatment and the entire service furnished at the same premises including additional and auxiliary service can be a combination of the two.

3. Temporary Dual Service - Any application of dual Local Exchange Service is limited to instances involving the relocation of the service within a serving office area (and within the same switching entity) where the telephone number assignment and grade of service remain unchanged. It is intended, where the capability exists, to facilitate an occasional short term customer need for continuing service at the old location beyond its re-establishment date at the new location.

Temporary Dual Service is a simple, nondesigned, "bridged" arrangement that can result in certain functional, operational and/or transmission reductions. Provided these limitations are understood by the customer and found acceptable by both customer and company, dual service provisioning will not extend beyond a 30 consecutive calendar day period. Under such arrangements, all rates and charges for each service location are applicable.

Service needs beyond the scope of temporary dual service must be provided under standard guidebook provisions as off premises extension service.

4. Transmitting Messages: The Company does not transmit messages but offers the use of its facilities for communications between its customers.
5. Use of Lines of Other Companies: When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by the Company lines. In establishing connections with the lines of other telephone companies, the Company is not responsible or liable for any action of the Connecting Company.



**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Use of Service and Facilities (cont'd)**

6. Unauthorized Attachments or Connections: No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the facilities furnished by the Company, whether mechanically, electrically, inductively, acoustically, or otherwise, except as provided in this Guidebook. In case any such unauthorized attachment or connection is made, the Company may rearrange the network interfaces to a demarcation point at the minimum point of entry (MPOE). The charges specified in the "Service Charges, Connections, Moves and Changes" section of this guidebook may apply.

The Company may disconnect existing service to a customer without notice for tampering with the Company's equipment, or misuse or abuse thereof, in order to avoid payment of lawful charges; or use thereof in such manner as to create danger to life or property of the Company or other customers.

Except as otherwise provided in this Guidebook, nothing herein shall be construed to permit the use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

7. Provision of Equipment: Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.
8. Extension Service
- a. Extension service provides the user the capability for originating calls from or receiving calls at locations in addition to the location of the main station where such additional locations are connected to the same telephone service line as the main station.
  - b. For charges applicable to services between different buildings on the same premises, or between different buildings on different premises, see Part 15, Section 2.
  - c. Separate telephone numbers or other distinctive designations are not assigned to extension stations nor is code ringing permitted.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****F. Payments for Service**

1. **Payment for Service:** The customer is responsible for payment of all charges for services and equipment furnished the customer, including charges for services originated, or charges accepted at the customer's station.

Upon nonpayment of any sum past due the Company may, after five days notice in writing to the customer and without incurring any liability, forthwith discontinue the furnishing of said service.

Any applicant or one for whom an application is made, owing the Company for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such service, before any additional service will be furnished.

2. All bills are due when rendered. If the entire amount billed is not received by the Company prior to the next billing date, a late payment charge of \$9.75 will be assessed on residential accounts with an unpaid balance greater than \$5.00. This late payment charge will apply to all guidebook services, except those purchased out of the Access Service Tariff (or the Access and Related Interconnection Services Guidebook), on any unpaid balance. (I)

All bills are due when rendered. If the entire amount billed is not received by the Company prior to the next billing date a late payment charge of 1.5% will be assessed on business accounts. This late payment charge will apply to all guidebook services, except those purchased out of the Access Service Tariff (or the Access and Related Interconnection Services Guidebook), on any unpaid balance.

In the event of a billing dispute resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment charge. This charge should be applied to such disputed charges for each month that such charges were unpaid beyond the next billing date after the charges were billed.

3. An administrative charge of \$25.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written because of being post-dated or because of insufficient funds, account closed, no account, account frozen, or uncollected funds.
4. **Rates for Fractional Periods** - If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a proportionate part of the monthly charges based on the actual number of days the facilities are furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have thirty days.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****F. Payments for Service (cont'd)**

5. Installment Billing allows customers to negotiate payment of nonrecurring charges for up to four (4) months. This billing arrangement will be applicable only to those products and services not specified for deferred payment in other sections of this guidebook. For business customers, a handling charge of \$5.00 will be applied to the first monthly payment. This charge will be applied only once when multiple orders are issued for one customer account, at one location, with one due date. There is no charge for residence customers.
6. All customers will receive, at no additional charge, one copy of their monthly telephone bill. For an additional charge, the customer may also choose to receive up to ten copies of their monthly bill each month.

If the customers wants a duplicate paper copy, or copies, of their bill, a charge of \$3.00 will apply per bill, per request, for the first fifteen pages, plus an additional \$.05 per page in excess of 15 pages.

These charges will apply to all requests. This includes those made on a one-time basis as well as requests for copies on a regular monthly basis.

If the customer's bill is lost, for reasons other than negligence by the customer, and the customer notifies the Company within 60 days of the billing date, one copy of the bill will be provided at no charge.

7. Annuity Factors

Unless specified elsewhere in the guidebook, the list of Annuity Factors found below should be used to calculate the appropriate monthly payment for those services offering an optional payment plan.

Annuity Factors based on Discount Rate of 9.08%

<u>Installment Terms</u>	<u>Factor</u>	<u>Installment Terms</u>	<u>Factor</u>
12 months	.0873	72 months	.0179
24 months	.0456	84 months	.0159
36 months	.0317	96 months	.0145
48 months	.0248	108 months	.0134
60 months	.0206	120 months	.0125

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****G. Obligations of Customers and Rights of the Company**

## 1. Obligations of Customers

- a. Alterations: The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities; and the customer agrees to pay the Company's current charges for such changes.
- b. Inside Wire: The installation and maintenance of inside wire on the customer's side of the demarcation point is the responsibility of the customer.
- c. Maintenance and Repairs: All ordinary expense of maintenance and repair of regulated facilities and services on the Company's side of the demarcation point, unless otherwise specified in this Guidebook, is borne by the Company. The customer agrees to take good care of the equipment and facilities connected therewith. In case of damage to or destruction of any of the Company's equipment and facilities, not due to ordinary wear and tear the customer is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the customer.
- d. Rearrangements and Installation of Equipment: Customers may not install, rearrange, disconnect or remove or permit others to install, rearrange, disconnect or remove any apparatus associated with the Company facilities, except upon the written consent of the Company or as provided for by this Guidebook. In case any such unauthorized rearrangement, removal, connection is made, the Company may rearrange the network interface(s) to a demarcation point at the minimum point of entry (MPOE). The charges specified in 'Service Charges, Connections, Moves and Changes' in Part 3, Section 1 of this Guidebook may apply.
- e. Use of Commercial Power for Operation of Equipment or Facilities: Unless specifically provided otherwise in this Guidebook, when commercial power is used for the operation of the Company equipment or facilities, the customer will provide the necessary power wiring, power outlets and commercial power. The customer assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.
- f. Upon an end user's request to terminate their Local Exchange Service with the Company it is the end user's responsibility to contact the end user's interexchange carrier regarding the termination of such service.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****G. Obligations of Customers and Rights of the Company (cont'd)**

## 2. Rights of the Company

- a. **Work Performed on an Overtime Basis:** The charges specified in this Guidebook contemplate work being performed during normal work times and at the normal scheduled interval. If the customer requests work be done on an overtime basis the additional charges specified in 'Service Charges - Connections, Moves and Changes' in Part 3, Section 1 of this Guidebook will apply.
- b. **Work Interruption:** The charges specified in this Guidebook do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
- c. **Ownership of equipment and lines on customers' premises,** furnished by the Company shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, and lines or for the purpose of making collections from coin telephone instruments and upon termination of the service, for the purpose of removing such equipment and lines.
- d. **An application for service or the assumption of existing service shall constitute the granting of an easement and license to the Company to enter upon and into the customer's premises for installation, maintenance, inspection and removal of the Company equipment and facilities.** The Company may require the grant to it of a specific easement appropriate to the installation or continuation of service. The customer shall provide necessary space for the Company equipment and facilities installed on the customer's premises and without cost to the Company so long as such equipment and facilities may be used or is useful in providing any customer service.
- e. **Customers' Use of Equipment for Display Purposes -** the Company reserves all rights with respect to use of items furnished or owned by it for display of advertising and the customer shall not so display advertising or permit such display except upon the approval of the Company.
- f. **Impairment of Telephone Service -** When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities, equipment and rearrangement, and/or to require the customer to attend properly the equipment and facilities, as may be necessary in the judgment of the Company, to remove the cause of said impairment, or if the requirement is refused or will not remedy the situation, to take action to discontinue service completely after furnishing five days written notice to the customer. In such instances where property or life is endangered, the Company shall have the right to disconnect service without notice to the customer.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****G. Obligations of Customers and Rights of the Company (cont'd)****2. Rights of the Company (cont'd)**

- g. Abandonment of Telephone Service - The Company may discontinue service which has been abandoned or which appears to have been abandoned. The customer shall be responsible for all charges for service incurred at such location prior to the actual discontinuance of service.
- h. Abuse of Telephone Service - The Company may after furnishing notice to the customer discontinue service which is used:
  - 1. In such a way that interferes with reasonable service to other telephone customers
  - 2. For any purpose other than a means of communication
  - 3. To communicate profane or obscene language
  - 4. For a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another
  - 5. In any fraudulent or unlawful manner
  - 6. In a manner which violates any of the lawful regulations of the Company.
  - 7. To obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.
- i. Telephone Directory Distribution - The Company distributes to its customers without charge such directory information as in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a customer will be furnished without additional charge where in the opinion of the Company such will lend to a more efficient use of the service by that particular customer. Other directories will be furnished at the discretion of the Company at a reasonable rate.
- j. Telephone Directory Ownership - Directories regularly furnished to customers are the property of the Company, are loaned to customers only as an aid to the use of the telephone service, and are to be returned to the Company upon request. Customers must not deface or mutilate such directories. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of customers.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****G. Obligations of Customers and Rights of the Company (cont'd)**

## 2. Rights of the Company (cont'd)

- k. Telephone Numbers - The Company has the right, upon reasonable notice, to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, in order to meet service requirements for new or existing customers. The customer has no property right in any number or central office designation assigned by the Company in the furnishing of telephone service except the right to reasonable notice of impending changes therein and to intercept calls for a reasonable period of time after such a change if requested in writing by the customer and the number is available for intercept.

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- l. Unauthorized Attachments or Connections - Where the customer uses unauthorized equipment, accessories, apparatus, circuit or device, he will be held responsible for the cost of correcting any impairment of service caused by the use of such attachment or connection and will be billed the amount specified in 'Service Charges - Connections, Moves and Changes' in Part 3, Section 1 of this Guidebook for each service call made to his premises or the premises of any other customer by reasons of the use of such attachment or connection with facilities of the Company.

- m. Protective Equipment - When a hazardous electrical environment is present at a customer's premises, protective equipment is required when the estimated rise in ground potential is sufficient to cause damage to the Company facilities or to endanger the safety of its employees or customers. The customer may elect to provide his own protective equipment, subject to the Company specifications, or such protective equipment can be provided in accordance with 'Special Service Arrangements' found in Part 2, Section 7 of this Guidebook and special charges will apply.

Neutralizing transformers, isolating transformers, drainage coils and other special protective equipment for use in providing service to customer's premises where there are high ground potentials, even though not required by the preceding paragraph, may be provided by the customer subject to the Company specifications or in accordance with 'Special Service Arrangements' found in Part 2, Section 7 of this Guidebook and special charges will apply.

- n. Obsolete Service or Equipment - Services or equipment which have been obsoleted will continue to be provided only so long as maintenance components are available. When maintenance components are no longer available, without unreasonable expense, the obsolete services or equipment must be replaced by current service or equipment at current Guidebook rates or be discontinued.
- o. The customer agrees to work in a cooperative and timely manner with the Company in all matters, including acquiring reasonable access to the customer's premises, or alternate premises for an STS communications system(s), if any. This includes timely right-of-way and facility provision.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****H. Liability of the Company**

1. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the Company or its employees.
2. Errors - The Company's liability for damages arising from errors or omissions in the making up or printing of its directories or for error or omission on intercept service or in accepting listings as presented by customers or prospective customers shall be limited to the amount of actual impairment of the customer's service, and in no event shall it exceed an amount equal to the customer's Local Exchange Service and expanded calling scope charges during the period covered by the directory in connection with which the error or omission occurs.
3. Delays or Interruption of Service - The customer assumes all risk for damages arising out of delays in installation of service or facilities, mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment or facilities furnished by the Company or arising out of failure of the Company to maintain proper standards of maintenance of operations or to exercise reasonable supervision, except as follows:

If service is interrupted by causes other than the negligence or unlawful act of the customer an allowance at the rate for that portion of the customer's service affected by the interruption shall be made upon request for the time such interruption continues after the fact is reported by the customer or after detected by the Company if the interruption is for more than 24 hours. The allowance shall be equal to 1/30th of the monthly service charges for the first full 24-hour period and for each succeeding 24-hour period or fraction thereof. The maximum credit allowable with respect to Local Exchange Service shall not exceed the amount of Local Exchange Service and expanded calling scope charges during a single billing period. The liability of the Company for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the customer's Local Exchange Service and expanded calling scope charges for a regular billing period with respect to such delayed, defective or interrupted Local Exchange Service. No other liability shall in any way attach to the Company in consideration of such delays or interruptions, or other circumstances, including but not limited to acts of God, state and/or national disasters, terrorism, military action, war, civil commotions, or work stoppages beyond the direct control of the Company. The Company will not be responsible for any loss or damage, nor for any impairment or failure of service arising from or in connection with the use of customer-owned facilities or equipment.



**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****H. Liability of the Company (cont'd)**

4. The Company shall not be liable to the customer, or any other person for interruptions of any service provided on the premises of a race track or other area subject to the control of the Oklahoma Horse Racing Commission, when deactivated or made inoperative during certain periods of the time as mandated by the Oklahoma Horse Racing Commission.
5. Indemnification - The customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the Company's equipment, facilities and associated wiring on the customer's premises and further, the customer indemnifies and saves harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.
6. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the 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 persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****I. Transfer of Contracts**

1. A customer may transfer their contract(s) having a term length of greater than one month, and telephone number(s) to another party at the same location when there is no reason to question the responsibility of the other party, and when the new party willingly assumes all the obligations of the former customer and pays any additional charges that are applicable. A Transfer of Service Agreement (TSA) signed by the new customer will be required on all business supercedes. Such agreement will be terminable under the same conditions as the original contract. All bills will be rendered to the new party without any adjustments. If the applicant seeking transfer of existing service cannot obtain consent of the existing customer and the transfer of contract is disputed, the telephone number will be returned to the existing customer and the dispute must be resolved between the parties. If the existing customer abandons use of service and had not provided a TSA to the applicant, the previously existing customer will have 90 days, from the initial date of transfer, to reclaim use of telephone number(s), otherwise such reclaim is forfeited. Any unresolved disputes arising between end-users or between and end-user and a telecommunications service provider over use of a telephone number may be mediated by the Commission's Consumer Services Division, pursuant to Commission Rule OAC 165:55-7-2.
2. The telephone number for telephone service affected by a transferred contract covering a change of party, may be changed, unless it is clearly shown that the new party is, in fact, the successor of, is entitled to receive, and will properly care for the incoming messages for the listed number. In order to retain the listed telephone number, the new customer must assume any outstanding indebtedness under the transferred contract.
3. A customer's service contracts shall not be approved for transfer or transferred if the proposed transferee does not assume the existing contract(s) and all obligations, vested or contingent, of the customer thereunder.
4. When a contract is transferred, as specified above, a service charge of \$20.00 will apply for residence and \$24.75 for business. (I)

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****J. Termination of Contracts**

## 1. General Provisions

- a. A failure to make payments in accordance with the rules and regulations prescribed by the Company is regarded by the Company as a voluntary termination of the contract by the customer.
- b. Abuse, misuse, or failure to comply with the rules and regulations in this and other Guidebooks of the Company may result in action by the Company to terminate service.

## 2. Cancellation of Application for Services

- a. Where the applicant cancels an application for service prior to the start of installation or special construction of facilities, no charge applies.
- b. Installation or special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred; provided, the customer had advised the Company to proceed with the installation or special construction.
- c. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the charge specified below, whichever is lower, applies.
  - 1. A charge equal to the estimated costs incurred in such installation, less estimated net salvage.
  - 2. The charge for the minimum period of the service ordered by the customer as provided in this Guidebook plus the full amount of any termination charges applicable.
- d. Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.
- e. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage, applies except that, where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost, less net salvage, incurred for the discontinued services applies instead. Net salvage is determined based on the value of reusable material, less cost of removal. In determining the charge, each canceled service is treated as discontinued as of the date on which it was to have been placed in service.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****J. Termination of Contracts (cont'd)****3. Termination of Contracts During Minimum Terms**

- a. Service and Equipment - Contracts may be terminated before expiration of the minimum term, under the following conditions: <sup>/1/</sup>

1. On payment of all charges for service rendered - If, in the opinion of the Company, the premises has been substantially destroyed from causes beyond the control of the customer, the customer has up to two months from date of destruction to decide to:

Terminate contract. The customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement.

Continue same service subject to the availability of equipment. The same service is installed without Installation Charges or Service Charges. Upon completion of installation of the same type of service, the period of time the customer was out-of-service is added to the expiration date of the existing contract term.

Change service. If the service is changed, the customer's existing contract is terminated and the customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement and a new contract is issued. The Service Charges will be based on the difference between the Service Charges applicable to reestablish the existing service and the Service Charges to establish the new service. If the Service Charges to establish the new service are less than the Service Charges to reestablish the existing service, no charges are applicable. The customer is required to pay all other nonrecurring charges for the new equipment.

2. On payment of all charges for service for the minimum contractual period.

/1/ Includes Directory Listings where the minimum is one month.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)**

**J. Termination of Contracts (cont'd)**

3. Termination of Contracts During Minimum Terms (cont'd)

- b. Directory Listings - Contracts may be terminated before expiration of the minimum term, under the following conditions:<sup>/1/</sup>

1. On payment of all charges for service rendered

- (a) In case the contract for main service is terminated, or
- (b) In case the listed party becomes a customer to some other class of exchange service similar in classification (i.e., business or residence) to that under which the listed party is listed, or
- (c) In case the listed party moves to a new location or quits business, or
- (d) In case of death of the listed party, or
- (e) In case the interests of the customer are merged through marriage or business affiliations.

2. On payment of all charges for service for the minimum contractual period.

4. Termination of Contracts After Expiration of Minimum Term

Contracts, unless otherwise specified, may be terminated by either the customer or the Company, after the expiration of the minimum term, upon reasonable written notice from either party to the other.

5. Termination Agreements

The basic termination charge and the minimum contract period referred to in this Guidebook are to be applied to the same customer at the same location. An assumption of an existing contract and termination agreement by a new customer as provided for in this section of the Guidebook is to be considered as a continuation of the same contract and termination agreement.

/1/ Includes Directory Listings where the minimum term is the directory period.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****K. Local Access Transport Areas (LATA) Boundaries**

Oklahoma LATA boundaries have been established through orders issued by the United States District Court for the District of Columbia in Civil Action 82-0192. Any changes in LATA boundaries must be approved by this Federal Court.

**L. Promotions**

The Company may, during limited promotional periods, offer end users special rate incentives.

**M. Terms and Conditions for the Location of Demarcation Points****1. Classification of Installations**

- a. Installations shall be classified as one of the following:
  1. Single Unit Installations include: single family dwellings or town house-like condominiums, single business or other entity structures, single business or other entity campuses such as single tenant educational, governmental, industrial, or medical campuses and military bases. Single Unit Installations are configured to accommodate a single tenant. All other installations are interpreted to be Multiunit Installations.
  2. Multiunit Installations consist of separate business or residential tenants collocated in the same building or on the same campus. Multiunit Installations include: residential apartments, condominiums, commercial or shopping centers, and business and residential tenants collocated on educational, industrial, governmental or medical campuses. Multiunit Installations are configured for multiple tenant group occupancy.
- b. All military bases are classified as Single Unit Installations. However, the single-family residential areas collocated on the base will be treated as Multiunit Installations.
- c. With regard to premises for any structure that is built to be mobile, the Company may place the demarcation point on a post or pole at or near where the structure is intended to rest. Boat docks, recreational vehicle parks, and similar premises may be treated by the Company as Single Unit Installations with a single demarcation point. For boat docks the demarcation points may be placed on shore.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****M. Terms and Conditions for the Location of Demarcation Points (cont'd)****2. Location of Demarcation Points**

- a. The demarcation point for all regulated services shall be a location on the customer's side and within 12 inches of the protector or, absent a protector, within 12 inches of the entry point to the customer's premises. If conforming to the 12 inches is unrealistic or technically impossible, the demarcation point will be the most practical minimum point of entry.
- b. The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment as of August 6, 1992. For Multiunit Installations the building/land owner shall make the final decision on whether it shall be treated as a Multiunit Installation with one demarcation point per customer premises or, as a Single Unit Installation with one demarcation point for the entire building or campus.<sup>/1/</sup>
- c. Once an installation is configured as Single or Multiunit, it will keep that designation for the life of the building or campus, except when an installation is reconfigured to a single demarcation point at the request of the property owner or pursuant to this Guidebook. Once a single demarcation arrangement is established for an installation, it will remain a single unit installation for the life of the building or campus.
- d. The above restrictions may be waived by the Company at its sole discretion, consistent with Commission Rules.
- e. Buildings undergoing renovations requiring the complete removal of the Company facilities will be considered new installations.
- f. When a campus is intersected by a public thoroughfare, the Company may provide a demarcation point in each segment of the campus created by the intersection of the public thoroughfare.<sup>/1/</sup>
- g. The demarcation point may be placed at the customer's premises at a location which is accessible to both the customer and the Company, provides the proper environment, and will be common to all services.
- h. Diverse routing from the serving or alternate central office is provided under the Special Construction section of the Access Service Tariff (or the Access and Related Interconnection Services Guidebook). The alternate demarcation point for the diverse route shall meet the normal demarcation point requirements of M.2.a preceding. (C)

/1/ This waiver of Rule OCC-OAC 165:65-13-40(b) of the Telephone Rules was granted by Order No. 367459, in Cause No. PUD 001318, dated August 6, 1992.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****M. Terms and Conditions for the Location of Demarcation Points (cont'd)****3. Relocation of Demarcation Points**

- a. Relocations of network interfaces or demarcation points requested by the customer, other than as specified in this Guidebook will be at rates and charges provided in 'Service Charges - Connection, Moves and Changes' in Part 3, Section 1 of this Guidebook.
- b. In multiunit installations built after July 1, 1992 where the landlord/property owner initially chooses multiple demarcation points, and later the same or subsequent landlord requests the establishment of a single demarcation point for the building or campus, a charge will apply that is equal to the undepreciated value of the stranded facilities on the property. Ownership of those facilities will pass to the landlord. Subsequent maintenance or removal of the facilities beyond the single demarcation point will be the responsibility of the landlord/property owner.
- c. Upon unauthorized attachment to the Company owned facilities, a new demarcation point may be established in accordance with E.7 in this Section.

**4. Regulated Intra/Inter-building Facilities**

- a. Additional facilities will be provisioned as required for regulated services to previously established demarcation points, to a maximum of one demarcation point per customer premises (normally at the MPOE).<sup>/1/</sup> No additional regulated facilities will be provided beyond the demarcation point located per 13.2 preceding.
- b. Customer use of spare capacity in the Company owned house, riser or interbuilding cable on their premises will be as specified in Part 15 of this Guidebook.

/1/ This waiver of the orders in Cause No. PUD 000238 was granted by Order No. 367459 in Cause No. PUD 001318 dated August 6, 1992.



**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****N. Customer Access to the Telephone Network**

Customers are allowed to connect, through direct attachment, simple customer premises wiring to the Company's installed wiring at points on the customer's side of the demarcation point.

Customers are allowed to reconfigure, rearrange, and remove the Company's installed wiring on the customer's side of the demarcation point.

**O. Telecommunications Service Priority System (TSP)**

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 Section 10 of the Access Service Tariff (or the Access and Related Interconnection Services Guidebook).

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**P. Terms and Conditions for Resale of Services to Competitive Local Exchange Carriers**

This paragraph sets forth the terms and conditions for those services available for sale at retail to end users which are made available to competitive LECs by the Company for resale via negotiated agreements.

1. The rules and regulations associated with the corresponding Company service guidebooks apply except as specifically noted in the competitive LEC's resale agreement.
2. A competitive LEC shall only sell Plexar services to a single end user and must comply with use of service restrictions found in paragraph 5 preceding.
3. Except where otherwise explicitly provided in the corresponding guidebooks, a competitive LEC shall not permit the sharing of a service or services by multiple end users or the aggregation of traffic from multiple end users onto a single service.
4. The competitive LEC shall resell these telecommunications services only to the same class of customers to whom the Company sells such services, e.g. residence service shall not be resold to business customers.
5. The competitive LEC shall not use a resold service to avoid the rates, terms and conditions of the Company's corresponding guidebooks.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****P. Terms and Conditions for Resale of Services to Competitive Local Exchange Carriers (cont'd)**

6. The competitive LEC shall not use resold local exchange telephone service to provide access services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that the competitive LEC may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
7. The competitive LEC shall not, without the Company's written authorization, offer the resale services from the Company Guidebooks using the trademarks, service marks, trade names, brand names, logos, insignia, symbols, decorative designs of the Company or its affiliates. Nor shall the competitive LEC state or imply that there is any joint business association or similar arrangement with the Company in the provision of telecommunications services to the competitive LEC's own end users.
8. An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.
9. The Company shall provide the services covered by this paragraph subject to the availability of facilities.
10. Only promotions greater than 90 days in duration shall be offered for resale at wholesale rates, unless otherwise provided in a negotiated agreement.
11. The TSP is responsible for ensuring that their end users comply with the terms, conditions and regulations of the Company Guidebooks.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****Q. Waiver of Nonrecurring Charges for Military Personnel****1. Qualifying Customers**

This waiver applies to Military Reservists, National Guard and Full Time Military personnel who disconnect their service on or after September 11, 2001 and request reconnection due to return from military deployment after January 2, 2002. Verification of military service will be required for this waiver. Military Personnel will be required to provide the name and telephone number of their Commanding Officer and date of orders.

In order to qualify for this waiver, military personnel must meet one or more of the following qualifications:

- a. Personnel who were relocated to other countries, states or cities because of Operation Enduring Freedom, Noble Eagle or other military campaigns and have returned to AT&T territory.
- b. Personnel who were moved from military bases in other telephone company areas because of Operation Enduring Freedom, Noble Eagle or other military campaigns and have relocated to AT&T territory.
- c. Only Personnel who were moved as a direct result of Operation Enduring Freedom, Noble Eagle or other military campaigns are eligible for this waiver. Military personnel being relocated as a result of normal military operations are not eligible.

**2. Waiver Period**

The waiver period applies to reconnection of service upon return from deployment after January 2, 2002. The waiver end date will be December 31, 2003. If the Company determines the scope and duration of the operations warrant a one-year waiver extension, such waiver extension notification will be submitted to the Director of the Public Utility Division prior to December 31st of the current waiver year.

**3. Waived Charges**

All residence nonrecurring charges are to be waived at the time the access line is installed. The nonrecurring charges include the service charge for the access line, any additional access lines as found in Part 4, Section 2, Paragraph A.2.a, and any optional features installed at the same time as found in Part 7, Section 1 and Section 2 (Custom Calling Services) or Part 20, Section 7 (Grandfathered Custom Calling Services).

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**4. Waiver Exception**

This waiver is not available to personnel whose telephone service was disconnected for nonpayment, or disconnected prior to military service as specified in paragraph 1. above. This waiver does not apply to jack installation, time sensitive charges, or other installation charges not listed above.

**5. Offer Expiration**

These provisions granting the limited waiver described above will expire December 31, 2003 unless extended pursuant to paragraph 2. above.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****R. Waiver of Nonrecurring or Monthly Recurring Charges for Disaster Aid****1. Qualifying Customers**

Upon a disaster or event beyond direct control of the Company, including but not limited to acts of God, state and/or national disasters, terrorism, military action, war, or civil commotions, the Company may provide special offerings of its products and services for those customers in the disaster areas. The disaster aid offering will be at the discretion of the Company.

**2. Waived Charges**

The Company may provide services free of charge or services may be provided at a reduced rate. The offerings of such services will be for a limited duration. The disaster aid offering will be at the discretion of the Company.

**3. Waiver Exception**

Re-establishment of service due to destruction or partial destruction is pursuant to Paragraph A.6.a. of 'Service Charges - Connections, Moves and Changes' in Part 3, Section 1 of this Guidebook.

**S. Individual Case Basis Pricing**

Customer specific contracts under Individual Case Basis (ICB) pricing is offered for business services that are unique because of size or configuration. Rates may be different than those specified for such services in this guidebook. ICB rates will be offered to the customer in writing on a non-discriminatory basis.

**T. Discounts**

The Company will grant discounts with the following classes of service:

**Official Service**

Official service is service furnished for the conduct of the Company's business, and is generally furnished through stations located in offices of the Company or in residences of employees or agents whose duties require that they be readily accessible to call at any time.

**Discounted Service**

A discount may be allowed in connection with residence service furnished at the residences of active employees of the Company and retired employees of the Company receiving a pension.

The discounts granted by the Company are from guidebook rates.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****U. Cost Assessment Charge (CAC)**

A Cost Assessment Charge is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below. The CAC is established to recover property taxes (from business customers) as well as the ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

	<u>USOC</u>	<u>Monthly Rate</u>	
- Per residence network access line	C8RCC	\$0.18	(R)
- Per business network access line	C8RCD	\$3.74	
- Per residence DigiLine ISDN BRI	C8RCC	\$0.18	(R)
- Per business DigiLine ISDN BRI	C8RCD	\$3.74	
- Per Plexar/Centrex Station	C8RCD	\$3.74	
- Per SmartTrunk PRI	C8RCE	\$18.70	
- Per PBX Trunk, and Digital Loop Service	C8RCG	\$33.66	
- SuperTrunks	C8RCF	\$89.76	
- Transport services	-	4.33%	
- OPT-E-MAN® Service			
- Customized Switched Metro Ethernet (CSME) Service			