

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS****A. General**

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

The Company's obligation to furnish service or to continue to furnish service is at the Company's discretion subject to requirements of applicable law and is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

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

The Company shall not knowingly permit an automatic dialing-announcing device used for solicitation purposes to the public which cannot be terminated at will from the called station to be operated over its telephone network.

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services.

(N)  
(N)

**B. Customer Complaints**

In accordance with 26.30 of the Commission's Substantive Rules and the jurisdiction of the Commission, the Company shall, upon receiving a complaint by a customer promptly conduct an investigation of such complaint and advise the complainant of the results thereof. The complainant shall be informed that he or she may receive any complaint results in writing. In the event the complainant is dissatisfied with the Company's report, the complainant may request for supervisory review and the Company shall advise the complainant of the Public Utility Commission of Texas complaint process. The Company shall provide the customer with the address and telephone number of the Consumer Protection Division of the Commission and if applicable, the Commission's TTY number for the deaf and hearing impaired.

When a complaint is pending before the Commission, basic local service will not be suspended or disconnected for nonpayment of disputed charges, but the customer is obligated to pay any undisputed portion of the bill.

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

Application for service or requests from customers for additional service equipment or changes in the grade or class of service become contracts<sup>/1/</sup> 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.

(C)

(D)

(D)

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

Any general change in rates or regulations shall act as a modification of the contract to that extent, without further notice except that in case rates are increased or material changes to the terms and conditions of service or customer rights the customer may cancel his contract, without penalty, upon reasonable written notice and upon payment for all service, equipment and any contractual liability. This provision does not apply to changes that are beneficial to the customer or mandated regulatory changes.

(C)

(C)

(N)

(N)

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

The Company may decline to serve an applicant for any reason not prohibited by law.

(C)

(D)

(D)

In instances where a customer is converting their service from a Competitive Local Exchange Carrier (CLEC) reselling Company-provided service to Company service at the same service location, a conversion charge, as found in Part 3, Section 1 may apply in lieu of standard installation and service connection charges.

/2/

|

/2/

(D)

(D)

(D)

(N)

/1/ Contracts such as Individual Case Basis (ICB), Residential Service Agreement and Business Service Agreement.

/2/ Material formerly appeared on Sheet 3.

**AT&T TEXAS GUIDEBOOK**

PART 2 - General Terms and Conditions  
SECTION 2 - Regulations

1st Revised Sheet 3  
Replacing Original Sheet 3

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

(D)

(D)

/1/

/1/

(D)

(D)

/1/ Material now appears on Sheet 2.

(N)

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****D. Application of Business and Residence Rates**

1. Business rates apply at the following locations:<sup>/1/</sup>

In offices, stores, factories and all places of strictly business nature.

In boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private or parochial schools or colleges, hospitals, libraries, churches and other similar institutions, except in churches and lodges as specified below.

At residence locations when the customer has no regular business telephone and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising, either by business cards, newspapers, handbills, billboards, circulars, motion picture screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over residence telephones during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

At residence locations where the service is located in a shop, office or other place of business.

In college fraternity houses where the members lodge within the house.

At any location where the listing of service at that location indicates a business, trade or profession, except as specified in paragraph D.2, following.

/1/ As a result of a stipulation in Docket No. 8387, approved by the Commission on January 9, 1991, the Company agrees that all Bulletin Board Systems (BBS) that are located at residence locations that do not solicit, require or receive monetary compensation and that use three or fewer local exchange access lines shall be permitted to subscribe to local exchange access service at the approved residential rates. BBSs that are eligible to subscribe to local exchange access service at residential rates may publish their name, telephone number and technical information in a listing of BBSs by location and subject matter. Such listings must be purely information to advise readers of the BBS's name, telephone number, location, subject matter, hours, baud rates and other technical information. BBSs that do not meet these conditions will be considered business and approved business rates will apply for all local exchange access lines used by such BBS.

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

**D. Application of Business and Residence Rates (cont'd)**

2. Residence rates apply at the following locations:

In private residences where business listings are not provided.

In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

In the place of residence of a clergyman, physician, dentist, veterinary surgeon, other medical practitioner, Christian Science practitioner, nurse, midwife, or in their office, provided the office is located in their residence and is not a part of an office building. In any such cases the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.

In a private stable or garage when strictly a part of a domestic establishment.

In churches where the service is not accessible for public patronage, as in pastor's studies.

In lodges where there is only occasional use of the service.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Advance Payments and Deposits****1. Advance Payments**

When making applications for service, the applicant may be required to pay at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. This provision will not be applied if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in Part 4, Section 2. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this guidebook.

The amount of the advance payment (not including the service connection charge) is credited to the customer's account and applied against any indebtedness under the contract.

**2. Deposits**

If it is deemed necessary by the Company in safeguarding its interests, applicants for service or present customers may be required to make a deposit. The credit worthiness of spouses established during the last 12 months of shared service prior to their divorce will be equally applied to both spouses for 12 months immediately after the divorce. The total of all deposits shall not exceed two months' estimated annual billing.

(C)  
(C)  
(D)  
(D)

For residential applicants the estimated billing to determine the deposit shall not include long distance charges from other, non-affiliated service providers. The deposit amount related to local telecommunications service and long distance shall be separately identified. The deposit amount related only to basic local telecommunications service may be required as a condition for providing basic local telecommunications services.

(C)  
(C)  
(D)

Compounded interest set annually by the Commission will be paid on deposits. Payment of the interest to the customer shall be made at the time a deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The Company will not pay interest on deposits held 30 days or less. Payment of interest will be made retroactive to the date of deposit for deposits held more than 30 days.

(C)  
(C)

An applicant is defined as a person who applied for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

/1/ The rates of interest to be paid on customer deposits in accordance with Tex. Rev. Civ. Stat. Ann. art. §183.003 (Vernon 1998), and overbillings or underbillings are established annually on December 1 for the subsequent calendar year by the Commission, as reflected in the Order Setting Interest Rates included in this guidebook.

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

**E. Advance Payments and Deposits (cont'd)**

2. Deposits (cont'd)

When a deposit is required, the Company shall explain to the applicant or customer the terms and conditions related to deposits and refunds.

(C)  
(C)  
(D)

(D)

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

**E. Advance Payments and Deposits (cont'd)**

2. Deposits (cont'd)

(D)

(D)

The fact that a deposit has been made shall in no way relieve the customer from complying with the Company's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of the Company providing for the temporary suspension of service or the termination of the service contract for nonpayment of bills.

(C)

Service may be discontinued for failure to comply with deposit arrangements or to furnish a suitable deposit when conditions appear to require the Company to have such credit protection. Initial deposits may be required of applicants or existing customers. Deposits may also be required on an existing account.

(C)

(C)

(C)

(D)

(D)

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

**E. Advance Payments and Deposits (cont'd)**

2. Deposits (cont'd)

(D)

(D)

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

**E. Advance Payments and Deposits (cont'd)**

2. Deposits (cont'd)

(D)  
|  
(D)

The Company will keep records of deposits as follows:

1. the name and address of each depositor;
2. the amount and date of deposit; and
3. each transaction concerning the deposit.

The Company will issue a receipt of deposit to each depositor and will provide an appropriate means to establish claim if the receipt is lost. The Company will make a reasonable effort to return unclaimed deposits and will retain a record of such deposits for a minimum of four years.

Customer credit and deposit information must be treated as Customer Proprietary Information (CPNI).

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

1. Use of Customer Service -- Local exchange service is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of the customer service may be extended for switched data (nonvoice) communications relating directly to the business of Composite Data Service Vendor's patrons, to Shared Tenant Service, to Pay Telephone Exchange Access Service, or to guests of a Hotel-Motel. The Company has the right to refuse to install customer service or to permit such service to remain on the premises of a public character, except for Pay Telephone Exchange Access Service, 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, provided the service is so located that it is not accessible for public use. (C)

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

Local residence exchange service may be used for providing access to resold or shared customer-premises key equipment. Local business exchange service may be used for providing access to resold or shared customer-premises key or switching equipment, intraLATA Long Distance Message Telecommunications Service (LDMTS) and intraLATA Wide Area Telecommunications Service (WATS). Where local exchange service is used for this purpose, no payment, either direct or by means of a coin collective device or consideration for the local business exchange service, is to be paid any party other than the Company except as provided in this guidebook. This prohibition shall not apply to a Composite Data Service Vendor in the provision of composite data service to its patrons or to International Record Carriers in the provision of data message service, nor does this prohibition apply to Pay Telephone Exchange Access Service.

2. Paralleling Service -- When both flat- and message-rates are quoted in an exchange for business main station or commercial private branch exchange service, an applicant may, at his option, select service under either method of rate treatment but the entire service furnished at the same premises including additional and auxiliary service must be uniformly on the same rate basis and not on a combination of the two. The foregoing does not apply to:
  - a. hotel and motel premises where flat-rate service may be furnished for the exclusive use of the hotel or motel management or may be contracted for separately by guests in addition to the message service ordinarily provided for in guests' rooms and lobbies;
  - b. a Composite Data Service Vendor's premises where one type of service may be provided for the exclusive use of the Composite Data Service Vendor's management or employees and another may be provided for the use of the patrons of the Composite Data Service Vendor;
  - c. furnishing two-way business rate service as a secretarial answering line or extension on the premises of a Telephone Answering and Secretarial Service;
  - d. Pay Telephone Exchange Access Service;
  - e. the premises of an Exchange Connection Service customer where a measured service is being used to provide one type of service to its patrons (such as voice-messaging) and flat-rate for another (such as telephone answering service).

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

3. Party Line Service -- Applications for party line service are accepted by the Company with the understanding that each customer will so use the service as not to interfere with an equitable proportionate use of the service by the other customers on the same line. When the duration or number of local messages sent or received by a party line customer is so great as to prevent an equitable proportionate use of the line by other customers on the line, the Company shall have the right to require the customer to contract for a higher grade of service, or to discontinue the service of the customer in question. The Company reserves the right to limit the continuous use of a party line for local messages.
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 LECs -- When suitable arrangements can be made, lines of other LECs may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other LECs, the Company is not responsible or liable for any action of the connecting LEC.
6. Unauthorized Attachments or Connections -- No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the facilities furnished except as provided in this guidebook; i.e., such attachments or connections may not be made to Company facilities on the network side of the minimum point of entry.
  - a. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachment or connection; or to terminate the service.
  - b. If the attachment or connection is on the non-network side of the minimum point of entry, the Company shall have the right to rearrange the network interfaces to a demarcation point at the minimum point of entry. The charges specified in Part 3, Section 1 may apply. Before establishing a demarcation point at the minimum point of entry, the Company will initiate a contact to determine if the attachment was deliberate. If the attachment was inadvertent, the Company will allow it to be removed.
7. 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.
8. Provision of Equipment -- Any equipment offered herein which has grandfathered status under the Federal Communications Commission's (FCC) Registration Program is offered and provided only to the extent of available stock.
9. State and Local Government Undercover Operations Special Service Arrangement -- The Texas Attorney General will be responsible for ensuring that the access lines provided for the purpose of masking the identity of the Calling Number or Calling Party Name are to be used only by authorized representative(s) of state and/or local government entities and only in the conduct of undercover or surreptitious civil or criminal investigations. (Refer to 'Discounts' found later in this Section.)

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****G. 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 service originated, or charges accepted at the customer's station and including any charges transferred to the customer's account pursuant to E.2, *Deposits*, where the customer has executed a Contract or Guaranty for an applicant or present customer. Where message-rate service is furnished, local message guarantees are on a monthly basis, i.e., settlement of local message charges is made monthly on the basis of the charge for the guaranteed number of local message plus charges for additional local messages.

(D)  
|  
(D)

If the bill is not paid by the due date, the Company may discontinue service after 10 days written notice to the customer. Proper notice consists of separate mailing or hand delivery at least 10 days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice.

(C)  
(D)

Payment at the Company's authorized payment agency is considered payment to the Company. The Company will not issue late notices or disconnect notices to the customer earlier than the first day the bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or a Company's authorized payment agency.

- Installment Billing is an alternative arrangement between the Company and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill.
- The Company may offer, upon request, installment billing to any residential customer who has expressed an inability to pay all of his or her bill, if that customer has not been issued more than two disconnection notices at any time during the preceding twelve months. For purposes of determining reasonableness of installment payments, the Company will consider:
  - a. size of the delinquent account;
  - b. customer's ability to pay;
  - c. customer's payment history;
  - d. time that the debt has been outstanding;
  - e. reasons why debt has been outstanding;
  - f. any other relevant factors concerning the circumstances of the customer.

The Company may assess a penalty for late payment.

If a customer has not fulfilled the terms of installment billing arrangement, the Company shall have the right to disconnect service. However, the Company may not disconnect service until a disconnect notice has been issued to the customer indicating the customer has not met the terms of the plan.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****G. Payments for Service (cont'd)****1. Payment for Service (cont'd)**

An installment billing arrangement may be made by visiting the Company's business office or contacting the Company by telephone. If the customer visits the Company's business office, the Company may ask the customer to sign the deferred payment plan. The Company will provide the customer with a copy of the signed plan regardless which procedure is used. The statement, "THIS IS A BINDING CONTRACT" in bold face type no smaller than 14 point size must be included in the deferred payment plan.

The Company is not required to enter into an installment billing arrangement with any customer.

The Company may also offer installment billing to residential customers who have not expressed an inability to pay all of his or her bill. This installment billing offer allows these residential customers to negotiate payment of nonrecurring charges in equal monthly installments over additional periods. The Company offers installment billing for four (4) months, but at the customers request may extend the installment periods to a total of up to six (6) months. This service will only be applicable to those products and services not specified for deferred payment in other sections of this guidebook. A service handling charge of five dollars (\$5.00) will be applied to the first monthly payment. When multiple service orders are issued for the same due date, for the same premises and for the same customer, the service handling charge will be applied only once.

Installment billing for business customers will allow the payment of nonrecurring charges over a period of up to four months for a one-time charge of ten dollars (\$10.00). When multiple service orders are issued for the same due date, for the same premises and for the same customer, the one-time charge will be applied only once. This arrangement is not an option when a guidebook includes specific provisions for the deferred payment of charges associated with a particular service offering such as Construction Charges, Centrex Service, PLEXAR-II or PLEXAR Custom Service.

Charges left unpaid two calendar days after the bill due date will be subject to a late payment charge. The 7.5% charge on business bills shall not be applied to any balance to which the charge was applied in a previous billing. A charge of \$9.75 will be applicable on all residence bills greater than \$5.00 left unpaid two calendar days after the bill due date. The charge shall only apply on undisputed amounts or if the dispute is resolved in favor of the Company.

For purposes of applying the charge, the due date should be extended to the first following business day if it would otherwise fall on a weekend or holiday.

In the case of federal agencies, the Company will assume that a federal agency has actually received the bill no later than 10 days after the bill date stated on the bill. That date will trigger a 30-day time period that the federal agency has to pay the bill before late payment charges are assessed. This charge should not be applied to amounts owed by State Agencies.

Any customer that meets the eligibility requirements for the *Lifeline Service* program, as outlined in Part 4, Section 4, paragraph B., respectively, may elect service options and payment arrangements, as described in Part 4, Section 4, paragraph G. without electing to subscribe to Lifeline Service.

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

1. Payment for Service (cont'd)
  - a. Notice to all Non-Residential Customers Required by the Public Utility Commission of Texas

Texas' Prompt Payment Act (PPA) applies to the Company's service to governmental entities of the State of Texas and establishes requirements related to purchases by a governmental entity, including the time for payment, the accrual and payment of interest on overdue payments, and disputed payments. Governmental entities should contact the Company to advise it of their PPA eligibility.
  2. Unless otherwise provided in a customer contract or agreement, if the Company has failed to bill in accordance with Guidebook rates and requirements, a billing adjustment may be made. Where a customer has been billed more than the Guidebook rates, a bill credit will be issued to the customer for a period of time up to four years from the date the billing error is identified or a claim is made, whichever is less. Where a customer has been billed less than the Guidebook rate(s) or has not been billed for all or part of the services provided, the Company may back bill the customer for a period of time no greater than 4 years from the date the customer is notified of the billing error. Where multiple billing errors have occurred, which include billing credits and back billing, a single bill adjustment may be applied to net the effects of such errors.
  3. 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.
4. An administrative charge of \$30.00 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 postdated or because of insufficient funds, account closed, no account, account frozen, or uncollected funds.
5. 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. When rates are on a "per day" basis, the minimum charge for each day or fraction thereof will be the charge for one day.

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

6. In the event of a dispute between a customer and the Company regarding any bill for telephone service. The Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission, where applicable. (C)

Notwithstanding any other section of the Company's guidebooks or the Commission's Substantive Rules, a customer's service will not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed. (C)

Footnotes:

The rates of interest to be paid on customer deposits in accordance with Texas. Rev. Civ. Stat. Ann. Art. §183.003 (Vernon 1998), and overbillings or underbillings in accordance with Commission SUBST. R. 26.27(b)(4), are established annually on December 1 for the subsequent calendar year by the commission, as reflected in the Order Setting Interest Rates included in this guidebook. (C)

7. Gift Certificate Plan -- This plan provides for the offering by the Company to its customers, or to nonsubscribers, the option to make advance payments via gift certificates purchased from the Company to any LEC participating in the plan. The individual who makes the advance payment by purchasing the gift certificate is the donor and the individual who presents the certificate for payment is the recipient.

The purchase price of the gift certificates may be paid for by direct payment in cash, check or money order, or the amount may be billed on the donor's telephone service account if the donor is a customer of the Company.

The gift certificate cannot be redeemed for cash and when presented by the recipient, applies toward the payment of services or any portion of the recipient's telephone bill. Any portion of the gift certificates presented to the Company and not applied as a payment will be included as a credit balance on the recipient's next bill.

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

8. Electronic Data Interchange Billing (EDIB) -- EDIB provides the customer with their monthly telephone bill as a stream of electronic data in place of a paper telephone bill. The data will be formatted in the American National Standards Institute (ANSI) format.

EDIB is available only to business customers.

Customers subscribing to EDIB will no longer be provided with a copy of their telephone bill in a paper format, except as noted below. If the EDIB subscriber requests a paper copy of their bill in addition to EDIB, the appropriate charge associated with providing a duplicate paper bill will apply.

For the first two billing cycles after subscribing to EDIB, the customer will receive a complete paper copy of their bill at no charge.

At the option of the customer, a paper bill return statement and return envelope will be provided each month.

Customers subscribing to EDIB will be responsible for providing the software for interpreting the EDIB data. EDIB does not include any software for interpreting the EDIB data.

EDIB will be established and/or discontinued effective with the next billing date following the customer's request.

EDIB may be provided to any business customer of the Company whose billing is performed by the CRIS billing system. This includes, but is not limited to, all local exchange telephone service and WATS Service. EDIB is not available to customers whose billing is performed by the CABS billing system. This includes almost all of the services provided out of the Access Service Tariffs of the Company.

The Company will be responsible for delivering the EDIB data to an electronic mailbox that is mutually agreed upon by the Company and the customer. The customer will be responsible for any charges associated with maintaining their electronic mailbox, and for any charges associated with retrieving the EDIB data from their electronic mailbox.

There is no charge for EDIB.

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

9. All customers will receive, at no additional charge, one copy of their monthly telephone bill either via electronic or paper format.

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). If the customer wants a duplicate paper copy, or copies, of their bill, a charge of \$5.00 will apply per copy of the bill, per request.

This charge will apply to all requests, unless stipulated differently for a customer with an existing contract or, in the following instances:

- When a customer requests a copy of the current month bill or final bill;
- When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
- When customers have not received a bill due to Company error in the address of the bill;

Bill copies will be mailed via standard US mail only.

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

**10. Convenience Fee for Payment Made with a Company Representative**

A fee applies for each instance of payment made with a Company Representative when authorized by the subscriber.<sup>/1/</sup> The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment.

<u>Charge</u>	
Residence	\$5.00
Business	5.00

/1/ However, the fee will not apply when automated payment systems are unavailable due to system problems.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****H. 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. Construction charges may be applicable to facility moves.
  - b. Inside Wire -- The installation and maintenance of inside wire and premises cable 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 Company facilities, except:
    1. In accordance with the provisions of paragraph F.6 of this Section, or;
    2. Upon the written consent of the Company; or
    3. When a burglar alarm company licensed with the Texas Private Investigators and Private Security Agencies Board to conduct sales, installation and repairs of alarms provides and installs a RJ31X jack on the telecommunication network line of the Company to install a dialer alarm. This waiver is made in response to the Commission's Final Order in Docket No. 4545.

In case any such unauthorized rearrangement, removal, or connection is made, the Company may rearrange the network interfaces to a demarcation point at the minimum point of entry. The charges specified in Part 3, Section 1 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 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.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****H. Obligations of Customers and Rights of the Company (cont'd)****1. Obligations of Customers (cont'd)****f. Protective Equipment**

1. 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 Company facilities or to endanger the safety of its employees or customers. The customer may elect to provide his own protective equipment subject to Company specifications, or such protective equipment can be provided in accordance with the "Special Assemblies of Equipment" section of this guidebook, and special charges will apply.
2. 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 Company specifications, or in accordance with the "Special Assemblies of Equipment" section of this guidebook and special charges will apply.
- g. Electrical Bonding and Grounding - The customer shall be responsible for bonding and/or grounding a mobile premises or any mobile structure in which service is to be provided or used (e.g., boats, RVs and mobile homes), as well as any equipment and associated wiring on the customer's side of the demarcation point at any premises, whether fixed or mobile. The Company shall in no way be liable for any harm or any damages arising in connection with any failure by the customer to properly bond or ground a mobile premises or any mobile structure in which service is to be provided (e.g., boats, RVs and mobile homes), as well as equipment and associated wiring located on the customer's side of the demarcation point at any premises, whether fixed or mobile.

**2. Rights of the Company**

- a. Work Performed on an Overtime Basis -- The charges specified in this guidebook do not contemplate work being performed by Company employees involved at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
- 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 -- 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 boxes and, upon termination of the service, for the purpose of removing such equipment and lines.

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

**H. Obligations of Customers and Rights of the Company (cont'd)**

2. Rights of the Company (cont'd)
  - d. 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.
  - e. 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 the Company, to remove the cause of said impairment, or if the requirement is refused or will not remedy the situation, to discontinue service completely.
  - f. Abandonment of Telephone Service -- The Company may discontinue service which has been abandoned.
  - g. Abuse of Telephone Service – The Company may discontinue service, without notice, for any abuse of telephone service.
  - h. Telephone Directory Distribution – Where offered, Directories may be distributed to customers by third party Directory publishers. (C)  
(C)  
(D)  
(D)

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

#### **H. Obligations of Customers and Rights of the Company (cont'd)**

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

(D)  
—  
(D)

- i. Telephone Numbers – the Company reserves the right 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, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company in the furnishing of telephone service. (C)
- j. 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 Part 2, Section 4 for each service call made to his premises or the premises of any other customer by reason of the use of such attachment or connection with facilities of the Company. (C)

## **I. Liability of the Company**

1. General -- In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations herein specified.
2. Facilities -- The Company's failure to provide or maintain facilities under this guidebook shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions by this guidebook.
3. 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 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.

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

4. Errors – The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer or any others, for damages arising from the errors or omissions of the Company in the provision of listings to Directory publishers or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed twice the amount paid for the service during the period covered by the Directory (when provided) in which the error or omission occurred.
5. Interruptions of Service -- In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for 24 hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds may be made to the customer. The amount of adjustment or refund will be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. A refund to the customer, if any, will be the pro rata part of the month's flat-rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. Except as specifically set forth in paragraph I.8 following, no other liability shall in any case attach to the Company in consideration of such interruptions.
6. Indemnification – The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer or by any others, 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 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.
7. Gross Negligence or Willful Misconduct – The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this guidebook as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or which arise from the use of customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company. (C)

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

8. Service Guarantee -- If a customer requests installation or restoral of service and the installation or restoral of service is not performed in accordance with the Company's commitment to the customer, the customer is eligible to receive a \$25.00 credit on their bill.

a. The services found in this Guidebook (except those noted below) are included in the Service Guarantee, along with these additional services found in various Company Tariffs:

General Exchange Tariff, Sections 21, 34, 36, 44 and 50

Private Line Services Tariff, Sections 5, 6 and 7

The following services are *not included* in the Service Guarantee:

Telecommunications Service Priority System found in Part 8, Section 5

Directory Assistance Listing Services found in Part 12, Section 4

Private Network Services found in Part 15, Section 5

Advanced Services found in the Advanced Services Guidebook

(N)

Pay Telephone Exchange Access Service found in the General Exchange Tariff, Section 36

(N)

b. Conditions -- Each credit shall be limited to \$25.00 for all of the lines associated with the service to be installed or restored and for all services associated with such lines in any given service order.

Credit will be provided in accordance with the above conditions at the request of the customer.

For purposes of this guidebook, service order means all service requests made for a particular billing account in any 24 hour period.

The Company reserves the right to refuse a credit when it appears that the request for a credit may be based upon fraud or dishonesty.

The Company's failure to install or repair service under this guidebook shall be excused by customer negligence or willful destruction, failures in customer provided equipment or wire, labor difficulties, governmental orders, civil commotions, natural disasters and other circumstances beyond the Company's reasonable control. Except as may be additionally provided under paragraph I.5, no other compensation for consequential or other damages will be provided or allowed.

(D)  
(D)

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

1. A customer may transfer their contracts having a term length of greater than one month, 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 business customer may be required and all bills are rendered the new party without any adjustment. Such contract is terminable under the same conditions as was the original contract.
2. The telephone number of a 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 and is entitled to receive, and will properly care for the incoming messages from the listed number. In order to retain the listed telephone number, the new customer must assume any outstanding indebtedness under the transferred contract.

**K. Termination of Contracts**

1. 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. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the charge specified below, which is lower, applies.
    - A charge equal to the estimated costs incurred in such installation, less estimated net salvage.
    - 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.
  - c. 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.
  - d. 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 cancelled, 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 cancelled service is treated as discontinued as of the date on which it was to have been placed in service.
  - e. 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.

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

## 2. Termination of Contracts During Minimum Terms

- a. Service and Equipment -- Contracts may be terminated before expiration of the minimum terms, under the following conditions:<sup>/1/</sup>
  1. On payment of all charges for service rendered:
    - In case of abandonment of the premises because of condemnation or damage from causes beyond the control of the customer, or
    - In case of death of the customer, or death necessitating the breaking up of the firm or household, or
    - In case service is furnished at "employees' discounted rates."
  2. On payment of all charges for service for the minimum contractual period.
- b. Listings Service -- Contracts may be terminated before expiration of the minimum term, under (C) the following conditions:<sup>/1/</sup>
  1. On payment of all charges for service rendered:
    - In case of the contract for main service is terminated, or
    - In case the listed party becomes a customer to some other class of exchange service (C) 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 (C)
    - In case of death of the listed party, or (C)
    - (D)
    - (D)
  2. On payment of all charges for service for the minimum contractual period.

/1/ Except as provided in the "Rules and Regulations Applying to All Customers" section of the Guidebook, the contract billing period for listings, including extra listings, is one month. (C)

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

## 3. 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.

## 4. Contractual 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 by a new customer as provided for in this section of the guidebook is to be considered as a continuation of the same contract.

## 5. General Provisions

- a. A failure to make payments in accordance with the regulations prescribed by the Company is regarded by the Company as a voluntary termination of the contract by the customer.
- b. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Company receives other evidence convincing to it that such service is being or will be so used.
- c. Abandonment of equipment or service by a customer is regarded by the Company as a voluntary termination of the contract.
- d. If it is deemed necessary by the Company, customers may be required to provide security satisfactory to the Company in the amount sufficient to guarantee payment of the termination charge. If a cash deposit is made, simple interest set annually by the Commission at the rate of not less than six percent per annum or greater than twelve percent per annum will be paid on deposits held thirty days or more.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****L. Special Charges, Fees and Taxes**

1. Municipal Fees
  - a. Pass-through Authority. Texas statutes and Public Utility Commission (commission) rules authorize the Company to collect from its customers in each municipality the charges the municipality imposes upon the Company for occupation, supervisory, administrative, franchise, business, license, excise, and privilege charges or taxes, and other similar charges or taxes, whether imposed under statute, ordinance, law, or otherwise, and whether presently due or hereafter to become due, including, without limitation, "municipal fees" ("municipal fees").
  - b. Municipal Fees Adopted Under Chapter 283 of the Texas Local Government Code. Residential, non-residential and point-to-point access lines provided pursuant to this guidebook are subject to a municipal fee as established for the city in which the end user of the access lines is located. Effective with the charges billed on or after June 1, 2000, the monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied by this local certificated telecommunications provider (CTP). The fee should be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 – Telecommunications Law which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.
  - c. Pass Through of Municipal Fees. Pursuant to the Texas Utility Code, the Company has the right to pass through to its customers in each municipality a pro rata charge for any municipal fees, whether presently due or hereafter to become due.
  - d. Safe Harbor. In no event will the Company be liable to a customer for municipal fees that are collected from the customer and remitted to a municipality.
2. Texas Universal Service Fund (TUSF) Surcharge
  - a. The purpose of the Texas Universal Service Fund (TUSF) is to implement a competitively neutral mechanism that enables all residents of Texas to obtain basic telecommunications services. Because targeted financial support may be needed in order to provide and price basic telecommunications services in a manner to allow accessibility by consumers, the TUSF will assist local exchange companies (LECs) in providing these services at reasonable rates in high cost rural areas. In addition, the Texas Universal Service Fund will reimburse the following entities: qualifying local exchange companies for revenues lost as a result of providing Lifeline service to qualifying low-income consumers under the Public Utility Regulatory Act; telecommunications carriers providing statewide telecommunications relay service; qualified vendors providing specialized telecommunications device distribution service for the hearing-impaired and speech-impaired; and the Texas Department of Human Services, the Texas Department for the Deaf and Hard of Hearing, the Texas Universal Service Fund administrator, and the Public Utility Commission for the costs incurred in implementing the provisions of the Public Utility Regulatory Act Chapter 56 (relating to Telecommunications Assistance and Universal Service Fund).

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****L. Special Charges, Fees and Taxes (cont'd)**

2. Texas Universal Service Fund (TUSF) Surcharge (cont'd)
  - b. The TUSF Surcharge is intended to flow through AT&T Texas' TUSF assessment. AT&T Texas' TUSF Surcharge is 3.3% of AT&T Texas' total taxable intrastate telecommunication services receipts as reported under Chapter 151 of the Texas Tax Code excluding revenues identified in P.U.C. SUBST. R. 26.420(f)(2)(E) and applies to every retail customers' bill, except Lifeline service. AT&T Texas' TUSF Surcharge percentage will change periodically due to changes in AT&T Texas' TUSF assessment or as necessary to ensure revenue neutrality.
  - c. The surcharge will be identified on the retail customer's bill as "Texas Universal Service."
3. 911 Home Rule City Service Fees

At the proper request of a Home Rule City, (as defined by Texas State statutes), the Company will bill a 911 emergency service fee for the Home Rule City. The 911 emergency service fee will be shown as a separate line item on the customer's bill. The Company shall, as an administrative charge, retain a portion of the 911 emergency service fees which it collects. After deducting its administrative charges, the remainder of the 911 emergency service fees which the Company collects will be remitted to the Home Rule City. The Company will not disconnect any telephone subscriber's service for failure to pay the 911 emergency service fee, nor is the Company obligated to take any legal action to enforce the collection of any 911 emergency service fees.

4. Expanded Toll-Free Local Calling Service (ELC) Surcharge

There shall be added to the customer's bill for service an Extended Toll-Free Local Calling Service (ELC) Surcharge as found in Part 4, Section 2, paragraph F.1. This ELC Surcharge will be billed monthly for each applicable access line.

/1/

/1/ Material now appears on Sheet 29.1

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****L. Special Charges, Fees and Taxes (cont'd)****5. 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, Lifeline, or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

<u>Description</u>	<u>USOC</u>	<u>Monthly Rate</u>	
Cost Assessment Charge (CAC)			
(a) Per residence Local Exchange Service line	C8RCC	\$0.18	(R)
(b) Per business Local Exchange Service line	C8RCD	\$6.12	
(c) Per SmartTrunk ISDN (PRI)	C8RCE	\$30.60	
(d) Each PBX Trunk	C8RCG	\$55.08	
(e) Per Plexar/Centrex Station	C8RCD	\$6.12	
(f) Per residence DigiLine ISDN (BRI) line	C8RCC	\$0.18	(R)
(g) Per business DigiLine ISDN (BRI) line	C8RCD	\$6.12	
(h) SuperTrunk	C8RCF	\$146.88	
(i) Digital Loop Service	C8RCG	\$55.08	
(j) Transport services	-	7.00%	
- OPT-E-MAN® Service			

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****M. Telecommunications Service Priority System**

/1/

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 delineated in Part 8, Section 5.

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

/1/

**N. 900 Call Restriction**

1. 900 Call Restriction is a central office service which will restrict certain local and long distance calls to pay-per-call information services. For the purpose of this guidebook, pay-per-call information services is defined 900 Services.

Directly dialed calls to 900 services which originate on the Company's network will be restricted and directed to a central office announcement.

2. This service is offered in conjunction with residence and business single party lines/trunks, including lines associated with PLEXAR-I. 900 Call Restriction will be provided in conjunction with other PLEXAR services and Centrex providing that all station lines on the system receive the same 900 Call Restriction.

3. Subscription to 900 Call Restriction is offered subject to the capability of the central office.

4. Mandatory 900 Call Restriction

a. In areas where it is not technically possible to restrict access to pay-per-call information services on an individual basis, all access to pay-per-call information services will be blocked.

b. All access to pay-per-call information services will be blocked for Company customers subscribing to Residence 2-Party, Residence 4-Party, or Business 2-Party local exchange access service. These customers will automatically receive 900 Call Restriction.

c. All access to pay-per-call information services will be blocked for Company customers to Pay Telephone Exchange Access Service. These customers will automatically receive 900 Call Restriction.

d. All access to pay-per-call information services will be blocked for all Company customers who previously subscribed to 900 Call Restriction, unless the customer notifies the Company that pay-per-call information services are not to be blocked. If the customer fails to notify the Company to remove the restriction, the customer will automatically receive 900 Call Restriction.

/1/ Material formerly appeared on Sheet 29.

(N)

## REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)

## N. 900 Call Restriction (cont'd)

(C)

## 5. Rates and Charges

The nonrecurring charge for 900 Call Restriction will only apply to those customers who subsequently order 900 Call Restriction or are provided mandatory 900 Call Restriction.

(C)  
(C)  
(D)  
(D)

The nonrecurring charge per line will be waived under the following conditions for residential and business customers including those customers with PLEXAR and Centrex services for which 900 Call Restriction is established on an individual basis:

(C)

- When a residential or business customer initially requests that 900 Call Restriction be established for local exchange access service. (C)  
(C)
- When the customer requests that 900 Call Restriction be provided on the same service order as the establishment of new local exchange access service. (C)  
(C)  
(D)  
(D)
- When a customer who currently has 900 Call Restriction requests the transfer of service and re-establishment of 900 Call Restriction on the same service order. (C)  
(C)

	<u>Nonrecurring Charge</u>	<u>USOC</u>	
900 Call Restriction			(C)
<i>Customer-Requested</i>			
Initial Application, per line/trunk equipped	None	CREXN	
Subsequent Application, per line/trunk equipped	\$7.00	CREXV	
<i>Mandatory</i>			
Initial Application, per line/trunk equipped	None	RTVXW	(C)
Subsequent Application, per line/trunk equipped	7.00	RTVXV	

(D)  
  
(D)

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

**O. Reserved**

(D)  
|  
(D)

**P. E-Rates**

**Educational Percentage Discount Rate (E-Rate)**

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

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

1. Definition of Demarcation Point
  - a. The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Commission's rules. The Company will provide one primary demarcation point for services provided through Company network facilities at no cost to the subscriber. Any secondary or additional demarcation point(s) requested by the customer will be provided as specified in Part 2, Section 5 (Construction Charges). The costs of providing these secondary or additional demarcation points include all labor and materials including cabling. Additions or reinforcements of existing facilities to secondary demarcation points will only be provided upon customer request and billed as specified in Part 2, Section 5 (Construction Charges). "Premises" as used herein generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" (MPOE) as used herein shall be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings. The Company's reasonable and nondiscriminatory standard operating practices shall determine which of (1) or (2) shall apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above shall apply. Multiunit premises include, but are not limited to, residential, commercial, shopping center and campus situations.
1. Single Unit Installations  
For single unit installations existing as of June 9, 1994 and installations installed after that date the demarcation point shall be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.
2. Multiunit Installations
  - (a) In multiunit premises existing as of June 9, 1994, the demarcation point shall be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices. Provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
  - (b) In multiunit premises in which wiring is installed after June 9, 1994, the multiunit premises owner shall determine the location of the demarcation point or points. The multiunit premises owner shall determine whether there shall be a single demarcation point location for all customers or separate such locations for each customer. Provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

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

1. Definition of Demarcation Point (cont'd)
  - b. At this time, the Company has elected not to establish a practice of placing the demarcation point at the MPOE for multiunit premises. However, at the customer's request, the Company will place the demarcation point at the MPOE in existing installations, and as appropriate, in new installations. The Company will relocate multiple demarcation points to a single demarcation point at an MPOE in a manner that minimizes any resultant charges or other adverse impact to either building owners or customers.
  - c. If conforming to the twelve inch limitation is unrealistic or technically impossible, the demarcation point will be the most practicable MPOE.
2. Classification of Installations
  - a. Installations shall be classified as one of the following:
    1. Single unit installations are facility arrangements configured to accommodate a single customer. All other facility arrangements are classified as multiunit installations. Single unit installations include: single family dwellings; single business premises; and other single customer installations on one property, undivided by public thoroughfares (e.g., educational, industrial, governmental or medical premises).
    2. Multiunit installations are facility arrangements configured for either more than one customer in a building or more than one premises on a legal unit of property. Multiunit installations include: multifamily residential apartments, condominiums, townhouses or duplexes; multitenant commercial, shopping center, and campus situations; and any other facility arrangement not classified as single unit.
  - b. With regard to premises for any structure that is built to be mobile (e.g., mobile homes and recreational vehicles), the Company may place the demarcation point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, boats, 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 point may be placed on shore.

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

3. Location of Demarcation Points
  - a. In single unit installations and within individual units of a multiunit installation with multiple demarcation points, the demarcation point for all regulated services shall be a location on the customer's side and within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the demarcation point shall be at the most practicable minimum point of entry.
  - b. The FCC has authorized, and the PUC has approved, that the demarcation point may be located at a point other than the minimum point of entry where it has already been established by the presence of network equipment as of June 9, 1994, and where neither the customer nor the premises owner requests that the equipment be relocated to the minimum point of entry. However, the demarcation point may be moved in accordance with paragraph Q.4, following.
  - c. For a multiunit installation, the property owner shall make the final decision on whether it shall have one demarcation point per customer premises or a single demarcation point for the entire building or campus.
  - d. Once an installation is arranged for a single demarcation point at the minimum point of entry, it will remain so configured for the life of the building or campus. For example, once a multiunit building has a single demarcation point established at a minimum point of entry, the Company will not establish separate demarcation points within that building, except as otherwise authorized under the Company's guidebook.
  - e. Buildings undergoing renovation requiring the complete removal of Company facilities will be considered new installations.
  - f. When a campus is intersected by a public thoroughfare, the Company may (at the property owner's request) provide a demarcation point in each segment of the campus created by the intersection of the public thoroughfare.
  - g. The demarcation point will 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 that is common to all services.
  - h. Diverse routing from a serving or alternate central office is provided under the Special Construction section of the Access Service Tariff. The alternate demarcation point for the diverse route shall meet the normal demarcation point requirements of a. through g. preceding.
  - i. Upon request, the demarcation point may be placed inside of a building or other structure, subject to applicable charges on a time and material basis. These charges will be based upon the work necessary to locate the demarcation point inside rather than outside the building or other structure, and will apply only when the demarcation point would have otherwise been located outside the building or other structure pursuant to the Company's standard operating practices.

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

4. Relocation of Demarcation Points
  - a. Relocations of network interfaces or demarcation points requested by the customer or property owner, other than as specified in the guidebook, will be at the rates and conditions provided in Part 3, Section 1. Charges to relocate demarcation points may apply in accordance with paragraph Q.7, following.
  - b. In multiunit installations built after June 9, 1994 where the property owner initially chooses multiple demarcation points, and later the same or subsequent owner requests the establishment of a single demarcation point for the building or campus, a charge will apply that is equal to the structural value of the stranded facilities on the property. Upon full payment of such charge, ownership of those facilities will pass to the property owner. Subsequent maintenance or removal of the facilities beyond the single demarcation point will be the responsibility of the property owner. An "allowed use" option (see para. R.) will be available to multiunit property owners at any time nine years after the Company's last cable reinforcement in the building. The purchase requirement will not apply if a property owner requests "allowed use".
  - c. Upon unauthorized attachment to Company-owned facilities, a new demarcation point may be established in accordance with F.6. However, the Company will not establish a single demarcation point at the minimum point of entry if it is determined that an unauthorized attachment was inadvertent, and is subsequently removed.
  - d. When, as a condition of service, property owners impose unreasonable terms and conditions on the Company's ability to: 1) terminate its services at a building; or 2) provide service to its customers within a building, the Company, upon giving the property owner and all tenants six (6) months written notice, may establish a single demarcation point at the minimum point of entry at no cost to the property owner or tenants. All facilities on the property owner's side of the demarcation point will be subject to the "allowed use" provisions of paragraph R.1, following.
  - e. In addition to the provisions of Q.4.d, the Company shall relocate existing demarcation points to a single demarcation point at a minimum point of entry under any of the following conditions:
    1. At the property owner's request;
    2. When a customer or property owner attaches to Company-owned cable without authorization;
    3. When Company facilities exhaust (i.e., when additional facilities must be placed to provide service);
    4. When Company facilities expire (i.e., when facilities become uneconomical to maintain).
  - f. In paragraph e. above, condition 1. applies to both single and multiple unit installations. Condition 2. applies to single unit installations and to individual units of a multiple unit installation. Conditions 3. and 4. apply to single unit installations. Multiple unit installations may (but are not required to) establish a single demarcation point at a minimum point of entry under 3. or 4. above.

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

4. Relocation of Demarcation Points (cont'd)
  - g. If the Company otherwise determines through routine service order activity or customer premises work that a particular installation constitutes a single unit installation with one or more demarcation points not at the minimum point of entry, the Company will initiate a contact with the customer or property owner to determine how and when the Company will relocate the demarcation point to the minimum point of entry.
    1. The Company will allow the customer or building owner not more than twelve (12) months to prepare to assume use and control of the Company facilities on the customer's or property owner's side of the minimum point of entry.
    2. The customer or building owner may request that the Company establish a single demarcation point at the minimum point of entry at any time during the 12 month period, provided the Company is given at least thirty (30) day notice prior to the requested effective date of the single demarcation point. If network equipment must be relocated, the Company must be provided at least ninety (90) day notice.
    3. If the nature of the single unit installation changes prior to the establishment of a single demarcation point at the minimum point of entry, then the options available to the property owner will be determined by the status of the installation at the time the single demarcation point would otherwise have been established; e.g., if a single tenant building becomes a multitenant building before the single demarcation point is established, then the building owner will have all of the options available as are available to owners of other multiunit installations.
5. Regulated Intra/Interbuilding Facilities
  - a. Additional facilities will be provisioned as required for regulated services to previously established demarcation points (normally at the minimum point of entry). No additional regulated facilities will be provided beyond the demarcation point located per Q.3, or relocated per Q.4, preceding.
  - b. Customer use of spare capacity in Company-owned house, riser or interbuilding cable on their premises and on the Company's side of the demarcation point(s) will be as specified in Part 15, Section 2.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****Q. Terms and Conditions for the Location of Demarcation Points (cont'd)****6. Responsibilities of Customers**

- a. The customer shall provide necessary space for 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 useful in providing any customer service. The customer shall also make necessary arrangements in order that the Company will have access to such space at reasonable times for maintaining, testing, repairing, or removing Company services.
- b. Customers and/or property owners are responsible for the operation, maintenance, repair, and replacement of cable and wire on the their side of the demarcation point. After the establishment of a demarcation point, the Company will neither install, test, repair, nor remove cable on the customer side of the demarcation point, except on a nonregulated basis.
- c. Customers and/or property owners are responsible for cable pressurization on the non-network side of the demarcation point. The Company will not be responsible for pressurizing any cable for which customers and/or property owners have "allowed use" (see R.1). In the event customers and/or property owners request the "allowed use" of a pressurized cable (and the cable otherwise satisfies the "allowed use" conditions of R.3), then the Company will seal the pressurization on the network side of the demarcation point.

**7. Application of Charges to Relocate Demarcation Points to the Minimum Point of Entry**

- a. If the customer or building owner requests that a demarcation point or points be relocated to a single demarcation point at a minimum point of entry, or otherwise attaches to Company-installed cable on the Company's side of an existing demarcation point:
  1. A "make ready" charge will apply if the Company must rearrange or install new cable facilities in order to establish the single demarcation point.
  2. The appropriate service charges or nonrecurring charges will apply if sufficient cross-connect facilities do not exist at or near the minimum point of entry or network equipment (if any) must be relocated to the minimum point of entry.
  3. Charges will not apply if sufficient cross-connect facilities exist at or near the minimum point of entry and network equipment (if any) is located at the minimum point of entry.
- b. If Company facilities exhaust or expire within a single unit installation, the Company will establish a single demarcation point at the minimum point of entry at no charge.
- c. If Company facilities exhaust or expire within a multiple unit installation, the Company will, upon notice to and acceptance by the property owner, establish a single demarcation point at the minimum point of entry at no charge. In the alternative, the Company will maintain multiple demarcation points within the multiunit installation and reinforce or replace its facilities at no charge.
- d. Unless otherwise requested by the customer or property owner, the Company may continue to provide network equipment associated with designed services such as private line and special services. The demarcation point for such services existing as of June 9, 1994 shall not be moved so long as such network equipment remains in place, and no additional designed services are installed that would require cable or facility additions. The demarcation point for such services shall be on the customer side of the network equipment.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****R. Customer Access to the Network**

1. Allowed Use
  - a. Customers are allowed to connect, through direct attachment, simple customer premises wiring to Company-installed wiring at points up to and on the customer's side of the demarcation point. Complex premises wiring must be attached to the network through a Company-installed jack.
  - b. Customers are allowed to reconfigure, rearrange, and remove Company-installed wiring on the customer's side of the demarcation point. Customers may not attach to, or otherwise directly access, the Company's protector.
  - c. Property owners are allowed to connect, through direct attachment, simple customer premises wiring to Company-installed wiring at points up to and on the property owner's side of the demarcation point. Complex premises wiring must be attached to the network through a Company-installed jack.
  - d. Property owners are allowed to reconfigure, rearrange, and remove Company-installed wiring on the property owner's side of the demarcation point. Property owners may not attach to, or otherwise directly access, the Company's protector.
2. Limitation of Liability
  - a. After a demarcation point is established at a minimum point of entry, Company-installed house and riser cable on the customer or property owner side of that demarcation point is subject to "allowed use" in accordance with R.1.
  - b. The Company shall in no way be liable for any harm, damage, service outage or degradation of service, whether intentional or inadvertent, as a result of customer, property owner, or other third-party access to or use of Company-installed house and riser cable on the customer or property owner side of a demarcation point. The Company's liability, if any, for gross negligence or willful misconduct is not limited by this guidebook.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****R. Customer Access to the Network (cont'd)**

3. Conditions on Allowed Use
  - a. Company cable and facilities qualify for "allowed use" by a property owner in either single or multiunit installations if the following conditions are satisfied:
    1. There are no other customers (other than those located in the multiunit installation subject to the allowed use) served by pairs in the same cable sheaths serving the property owner.<sup>/1</sup>
    2. There are no services within the cable sheath that require network equipment; however, an agreement by the property owner to pay for the relocation of the network equipment to a minimum point of entry will satisfy this condition.
    3. There are no other cables in the same duct or buried along the same easement that the property owner wishes to use that cross rights-of-way to serve other Company customers. (See R.3.b regarding right-of-way.)
    4. There are no other cables on the same pole that the property owner wishes to use that cross rights-of-way to serve other Company customers; however, the property owner's agreement to a pole attachment will satisfy this condition. (See R.3.b regarding right-of-way.)
  - b. As the Company cannot transfer its right-of-way authority, the property owner must obtain the necessary right-of-way from the appropriate authority under the circumstances in R.3.a.3 and R.3.a.4.

/1/

(D)  
(D)

The Company will recognize a multiunit installation consisting solely of state agencies (not other political subdivisions) as a single unit installation for demarcation purposes. Where facility rearrangements are necessary to establish a single demarcation point, the Company will cooperate with the sharing state agencies and local political subdivisions to determine the lowest rearrangement costs.

(C)

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****R. Customer Access to the Network (cont'd)**

3. Conditions on Allowed Use (cont'd)
  - c. In the event of shared tenant service (STS), as a condition for "allowed use", the STS provider agrees to allow tenants reasonable access to the facilities on the non-network side of the demarcation point as necessary to subscribe to service directly from the Company. (C)
  - d. Company cable and facilities that do not qualify for "allowed use" in either single or multiunit installations under the provisions of R.3.a. will not be made available for "allowed use" and the Company will continue to provide service to customers served by the cable and facilities. However, the property owner may request the Company to rearrange its service and facilities to qualify them for "allowed use". The property owner will be responsible for all such costs.
  - e. New multiunit installations (i.e., those established after June 9, 1994) may elect to have the "allowed use" of Company installed cable and facilities at any time nine years after the Company's latest cable reinforcement in that installation. "Allowed use" of Company-installed cable and facilities in new multiunit installations will not be available until that time.
  - f. "Allowed use" does not convey title to Company-owned cable and facilities. Cable and facilities subject to "allowed use" remain the property of the Company. Cable and facilities subject to "allowed use" will not be retired until purchased or removed. Company-owned cable and facilities may be purchased in accordance with the provisions of paragraph S.

**S. Sales and Removals of Company-Owned Inter/Intrabuilding Cable**

1. General
  - a. The Company will offer for sale its in-place inter and intrabuilding cable to any premises owner who desires to purchase the cable in lieu of either providing their own, paying the guidebook specified charges, or assuming control under "allowed use" (see R.1). Premises owners who inquire about cable purchases will be apprised of their rights to freely access, attach to, rearrange, or remove any Company inter or intrabuilding cable on their side of the minimum point of entry.
  - b. On a given premises, only that portion of inter and intrabuilding cable which can be used exclusively by purchasers and their tenants, which is free of regulated network equipment, and which falls on the customer's or property owner's side of the minimum point of entry shall be subject to "allowed use" or offered for sale. Inter or intrabuilding cable which is necessary or useful for the Company in its service to other customers or for services provided by the Company, which is not free of all regulated network equipment, or which falls on the Company's side of the minimum point of entry shall not be subject to "allowed use" nor offered for sale.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****S. Sales and Removals of Company-Owned Inter/Intrabuilding Cable (cont'd)**

1. General (cont'd)
  - c. Cable and facilities that do not qualify for sale or "allowed use" as a result of the provisions of S.1.b may be rearranged pursuant to R.3.d in order to qualify the cable and facilities for sale or "allowed use".
  - d. Joint ownership of portions of plant (e.g., splitting ownership of pairs within a cable or terminal) will not be considered. Company easements and rights-of-way cannot be included as part of sale nor made available under "allowed use". Customers or property owners who assume control either by purchase or under "allowed use" must obtain approval for the necessary easements or rights-of-way from the appropriate authorities prior to the transfer of control (i.e., prior to execution of a contract of sale or establishment of a single demarcation point at a minimum point of entry).
  - e. Cable will be sold (or offered under "allowed use") as is, with neither express nor implied warranties. Upon assuming control (either under "allowed use" or by purchase), customers or property owners become responsible for maintenance and repair of the facilities; at facility exhaust, customers or property owners are responsible for providing new facilities at their own expense.
  - f. The inter and intrabuilding cable to be sold shall be sold at structural value. The inventory of plant to be sold will be determined based on the purchaser's requirements. Any cable which purchasers do not need will be removed or disabled.
  - g. The Company will provide, at no additional charge, copies of only such cable records as may exist. Upon request, the Company will develop additional records of Company-installed cable for customers or property owners as part of a sale or assumption of control under "allowed use". The requesting customer or property owner will be charged for the reasonable costs of producing such additional records.
2. Company Point of Contact

The Coordinator for the Sale and Purchase of Wire (CSPW) is the responsible point-of-contact for buyers or their authorized agents to request the purchase of Company inter and intrabuilding cable. A service representative will forward all service requested where there is an application for a sale of cable to the CSPW together with the name of the purchaser's authorized representative. The CSPW will contact buyers (or their agents) to discuss the possibility of using Company in-place cable.

**REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****S. Sales and Removals of Company-Owned Inter/Intrabuilding Cable (cont'd)**

3. Method of Pricing
  - a. The method of pricing will be structural value. Structural value is the current value of the physical plant to the purchaser and is computed as reproduction cost new, determined (or estimated) on the basis of current equipment, material, engineering and installation costs of the purchaser, less an allowance for physical or functional deterioration reflecting the age and condition of the plant as well as such other factors as inadequacy, obsolescence, etc.
  - b. Purchaser requirements determine the size of the facility priced. For example, if the cable in question contains 300 pairs, but the buyer needs only 100 pairs to meet anticipated service requirements, only a 100 pair cable would be priced under the structural value method. Excess facilities will be removed or disabled.
  - c. In addition to the sale price, purchasers will be required to pay any sales tax applicable to the transaction as well as a prorated portion of any property tax.
4. Removals
  - a. Should customers or premises owners elect not to purchase the Company's inter or intrabuilding cable, nor to assume control of those facilities under "allowed use", the Company shall make every effort to remove the cable at no cost to the owners or their tenants; however, should removal risk damage to the owners' buildings or other facilities, the owners will be offered an opportunity to attempt removal. If removal is impossible, and upon concurrence by the premises owners, the cable will be disabled in place.
  - b. Property owners and or customers may either install their own cable and wire or contract with a third party to perform such installations. The Company's offer to remove its cable at no cost to customers or property owners is not conditioned upon subsequent purchase of any new cable or installation services from the Company or any affiliate of the Company.

**T. Disaster Relief***Special Offers for Disaster Aid*

To assist in cases of state and/or federally recognized disasters, the Company may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war.

The disaster aid offering(s) will be at the discretion of the Company.

(C)  
(D)

The offering(s) will be limited in duration.

**DISCOUNTS****A. General**

The Company will grant discounts from standard rates in connection with certain classes of service. (C)  
This service may be classified as Official Service or Discounted Service.

**B. Official Service**

1. 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.
2. A discount from standard rates may be allowed in connection with Official Service.

**C. Discounted Service**

1. Discounted Service is service that may be furnished with residence service at the residences of active employees of the Company or retired employees of the Company receiving a pension.
2. A discount from standard rates may be allowed in connection with Discounted Service.

**D. State and Local Government Undercover Operations Special Service Arrangement**

1. The parameters of the special service arrangement are as follows: State and local government entities authorized to conduct undercover or surreptitious civil or criminal investigations, where the existence or conduct of an investigation or the identity of the investigator may be disclosed or compromised by Calling Number Delivery or Calling Name Delivery, may be eligible to receive at no charge, for a period not to exceed 90 calendar days, Multi-Line Hunting Local Exchange Service access lines (as offered in Part 4, Section 2) and Touch-Tone Calling Service; both services to be used only in connection with a service arrangement that will mask the identity of the calling number or calling party name. In addition, any nonrecurring charges and End User Common Line Rate Element associated with the access lines will be waived. All monthly and nonrecurring charges (including the End User Common Line Rate Element charge) will begin to accrue for each access line on the 91st calendar in-service day.
2. The services provided under the special service arrangement will be offered only in exchanges where Caller ID Service, as furnished by the Company, is available.
3. Each state or local government entity must request and receive sponsorship, on an individual access line basis, from the Texas Attorney General for access or subscription to this special service arrangement. The special service arrangement must be requested by the Texas Attorney General on behalf of any state or local government entity which, in the judgment of the Texas Attorney General, is authorized to conduct undercover or surreptitious civil or criminal investigations. (C)

**DISCOUNTS (cont'd)**

**D. State and Local Government Undercover Operations Special Service Arrangement (cont'd)**

4. For the purpose of requesting the special service arrangement, the State Attorney General will designate a representative that will act as liaison between all state and local government entities and the Company. The Company will also designate a representative to coordinate with the State Attorney General representative. In addition, the Company will establish internal procedures to administer requests for the special service arrangement.
5. The total number of in-service local exchange access lines and Touch-Tone services provided for under the special arrangement for use by all state and/or local government entities in the conduct of undercover or surreptitious civil or criminal investigations cannot exceed 50 (fifty) at any given time.
6. The Texas Attorney General will be responsible for ensuring that the services provided at no charge under the special service arrangement are to be used only by authorized representative(s) of state and/or local government entities and only in the conduct of undercover or surreptitious civil or criminal investigations.

**SHARED TENANT SERVICE****A. General****1. Scope**

This guidebook defines the requirements for providing Shared Tenant Service (STS) as it relates to services provided by a STS Customer's switching equipment or, if offered for resale, Central Office Based PBX-Type Services. Sharing of local exchange service is permitted only in accordance with the provisions of this guidebook. Unless specifically provided in this section Shared Tenant Service is subject to the rules and regulations contained in other sections of this guidebook.

**2. Definition of Terms****STS Customer**

The customer, as defined in Part 2, Section 1, who places an application for service, requesting additions, rearrangements, maintenance, or discontinuances of Shared Tenant service. The STS Customer, as defined in this section of the guidebook, is the one point of contact between the Patron(s) and the Company. The STS Customer or the STS Customers' authorized representative shall be the sole contact for the resolution of billing disputes and for the payment of all charges due the Company for Network Access and any other services ordered by the STS Customer.

**Network Access**

Network Access is the provision of trunks to the designated premises of the STS Customer. These trunks provide access, over Company facilities, to the Company's local exchange and long distance telecommunications networks and shall be provided under the terms and conditions outlined in other sections of this guidebook.

**Patron**

Person, firm, corporation, or governmental entity being served by the STS Customer.

**3. Conditions for Shared Tenant Service**

- a. Shared Tenant Service Network Access arrangements are furnished for the exclusive use of the STS Customer in providing service to Patrons behind the STS Customer's switching equipment or, if offered for resale, Central Office Based PBX-Type Service. Shared Tenant Service is permitted where facilities are available and the resale and sharing of Network Access is limited to an identified Continuous Property Area.
- b. Shared Tenant Service is not provided in connection with public telephone or residence telephone service.
- c. The STS Customer shall notify the Company in writing as soon as practical in advance of the date on which the STS Customer intends to provide or discontinue the provision of Shared Tenant Service in order to allow the Company time to plan accordingly for the provisioning of Network Access.

**SHARED TENANT SERVICE (cont'd)****A. General (cont'd)**

3. Conditions for Shared Tenant Service (cont'd)
  - d. As a condition of service under this guidebook, the STS Customer may not prevent a Patron from obtaining local exchange service directly from the Company and shall not enforce any contract or other arrangement which prevents a Patron from obtaining local exchange access service directly from the Company.
  - e. As a condition of service under this guidebook, the STS Customer must assure the Company necessary access at reasonable times to any buildings to install and maintain the Company's services provided to building occupants who request the Company service. The STS Customer must make its facilities available for use by the Company at reasonable times and at reasonable rates, for this purpose.
  - f. The STS Customer is required, as a condition of acquiring service from the Company, to inform all Patrons that: (1) the Patrons are not customers of the local exchange telephone company; (2) the STS customer is responsible for the telephone service furnished to the Patron; (3) the Patron is not prohibited from obtaining local exchange access from the Company.
  - g. The STS Customer shall not misrepresent to the Patrons the fees and charges billed by the Company to the STS Customer.
4. Continuous Property Area
  - a. Continuous Property Area for Shared Tenant Service is a single building or multiple buildings located on a single tract or area of land, both buildings and land being the subject of the same common ownership or the same common property management. A Continuous Property Area may also be comprised of multiple buildings located on adjacent and abutting tracts or area of land should all buildings and land be the subject of the same common ownership or the same common property management. The Continuous Property Area may be intersected or transversed by public thoroughfares provided that the adjacent segments so created would be continuous in the absence of the thoroughfares. In any event, the Continuous Property Area must be wholly within the confines of a single local exchange boundary of the property.
  - b. Exception to the Continuous Property Area Restriction for Shared Tenant Service: For Shared Tenant Service applications, which do not comply with the above stated Continuous Property Area Restriction, but were in existence on or before December 1, 1986, the Continuous Property Area Restriction is waived. Such Shared Tenant Service locations and service shall be grandfathered with respect to such existing installations at existing locations. However, minor modifications and/or rearrangements to such grandfathered installations will be permitted under this guidebook at such existing locations.

Also excepted from the Continuous Property Area Restriction for Shared Tenant Service are those Shared Tenant arrangements involving government entities or government controlled entities, private hospitals or nursing/convalescent/retirement homes, transient office space providers, private educational institutions, business entities with controlling ownership or management control over other businesses, and multiple businesses under the controlling ownership or control of the same entity.

**SHARED TENANT SERVICE (cont'd)****A. General (cont'd)****5. Service Requests**

Requests for the installation, repair, moves, or change of service associated with Shared Tenant Services must be made solely by the STS Customer or its duly authorized agent.

**6. Listings**

(C)

Listings shall be provided in accordance with the provisions contained in Part 12, Section 1 with the following modifications:

- One Primary Listing will be provided to the STS Customer where, two or more private branch exchange trunk lines are consecutively operated (rotary); the first number of the rotary group is considered the Primary Listing.
- A listing may be provided to Patrons of the STS customer at the applicable rates defined in paragraph D.2., following, and Part 12, Section 1 for Business Regular Extra Listings.
- Requests for additional listings shall be available and accepted from the STS Customer and not the Patron of the STS Customer.

The Company shall provide the STS customer one primary listing at no charge.

(D)  
(D)

**7. Government Operations**

(C)

The provision of Shared Tenant Service by state government entities are not subject to the requirements of the Shared Tenant Service section of this guidebook.

**8. Billing, Deposits, Payments**

(C)

The STS Customer is responsible for all charges associated with the provision of service provided by the Company. Billing, deposits and payments will be administered in accordance with 'Regulations Applying to All Customers' Contracts' in Part 2, Section 2.

**SHARED TENANT SERVICE (cont'd)****B. Obligations of the STS Customer**

1. The STS Customer shall be liable for the maintenance of all service provided by the STS Customer to its Patron(s).
2. The STS Customer shall be liable for all charges arising from the ordering, installation, repair, moves, and changes associated with Company provided facilities.
3. The STS Customer shall be liable for all charges related to repair calls for the STS Customer as provided for in Part 2, Section 9.
4. The termination of Company facilities at the STS Customer's location will be administered in accordance with 'Regulations Applying To All Customers' Contracts' in Part 2, Section 2.
5. As a condition of service under this guidebook, the STS Customer agrees to allow building occupants reasonable access at reasonable rates to facilities on the STS Customer's side of the demarcation point as necessary for the tenant to subscribe to services directly from the Company.
6. The STS Customer, in some applications, may be required by state law to take the action necessary for its Patrons to have access to 911 service features consistent with those provided to local exchange service customers in the same 911 service area. Automatic Number Identification, Automatic location Identification and/or Selective Routing are only available through coordination with the governmental agency responsible for 911 service within the service area served by the STS Customer's private switch in accordance with the provisions of the Private Line Service Tariff, Section 6.

**SHARED TENANT SERVICE (cont'd)****C. Obligation of the Company**

1. The Company shall terminate its Network Access facilities at a point of demarcation in accordance with the provisions in 'Regulations Applying to All Customers' Contracts' described earlier in this Section. The point of demarcation is the point of interconnection of the local exchange company with the facilities and terminal equipment of the STS Customer, in a manner consistent with Part 68 of the FCC Rules and Regulations.
2. The Company shall be indemnified and held harmless by the STS Customer or Patrons against claims and damages arising from the provision of Shared Tenant Services, except those directly associated with the provision of Network Access which is governed by 'Regulations Applying to All Customers' Contracts' described earlier in this Section and other sections of this guidebook.
3. The Company shall be indemnified and held harmless from all claims and damages arising from the discontinuance of service for nonpayment to the Company by the STS Customer. Notice of discontinuance shall be as specified in the Substantive Rules of the Public Utility Commission of Texas.
4. The Company shall be held harmless in billing disputes between the Patron and the STS Customer.

**D. Rates**

Shared Tenant Service rates are as follows:

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Network Access Shared Tenant Service, per Trunk	/1/	/2/	
2. Listing Business Extra Listing	/3/		CML, ZRUL (C)
3. The Company services subject to resale and sharing under this guidebook are limited to business telephone exchange service or Network Access Line Service and all services offered for resale and sharing as permitted by Company guidebooks, Commission Substantive Rules, Texas State Statutes or Federal Statutes.			

/1/ Appropriate Non-recurring Charges for Business Trunks, SmartTrunk<sup>SM</sup> Service or Digital Loop Service apply.

/2/ Business PBX Trunk rates in Part 4, Section 2, SmartTrunk<sup>SM</sup> rates in Part 17, Section 2 or Digital Loop Service rates in Part 6, Section 7 apply.

/3/ Business Regular Extra Listings rates, as listed in Part 12, Section 1, apply to listings ordered by an STS customer on behalf of Patrons. CML applies to listings for Patrons that are businesses, institutions, or governmental entities. ZRUL applies to listings for individual persons whose residences are served by the STS customer.