

SHARED TENANT SERVICE (STS) ARRANGEMENTS

37.5 Responsibility of the STS Customer

In addition to the obligations set forth Part 2, Section 2 of the Guidebook, STS Customers shall have the following obligations:

- 37.5.1 The STS Customer must comply with all applicable federal, state and local laws and regulations concerning the use of telephone service to disabled and/or hearing impaired persons.
- 37.5.2 Applications for STS service as well as requests for additions, changes, rearrangements or discontinuances of service, will only be accepted from the STS Customer.
- 37.5.3 The STS Customer will indemnify and hold the Company harmless for any damage to STS Subscribers, the building owner, subsequent tenants and subsequent purchasers of the building resulting from compliance with the STS Customer's requests or the terms of this tariff.
- 37.5.4 Whenever "notice" is required, the Company will be responsible to give notice only to the STS Customer or its authorized agent. The STS Customer will notify its STS Subscribers as necessary.
- 37.5.5 All charges associated with the service will be billed to the STS Customer only. This includes any Customer-Owned Equipment Trouble Isolation Charge where the service difficulty or trouble was reported by persons other than the STS Customer, including the STS Customer's Subscribers.
- 37.5.6 The STS Customer will be solely responsible for intercept of calls for a reasonable period of time in the event an STS Subscriber relocates outside the STS Building or obtains other telephone service from the Telephone Company or others. (CT)
- 37.5.7 The STS Customer must use only riser cable that meets the Telephone Company's technical standards for riser cable or transmission facilities. Southwestern Bell has the right to inspect the riser cable before the interconnection of STS is provided to the STS Customer, to verify that the riser cable meets the Telephone Company's technical standards. In disputed cases concerning whether the STS Customer's riser cable does or does not meet the Telephone Company's technical standards, the PSC Staff shall make an independent evaluation to determine whether these standards are met by the STS Customer.

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37.7 Rights of the Company-(Continued)

- 37.7.2 The Company retains all property rights in the telephone numbers used and the right to change the telephone numbers or serving office designation whenever it considers it desirable in the conduct of its business. The STS Customer shall notify its STS Subscribers in writing, that the STS Subscribers have no right to retain any telephone number associated with the service, and that if any STS Subscribers ceases utilization of the STS Customer's resale or sharing of service, that STS Subscriber will not be permitted to retain the same telephone number.
- 37.7.3 The Company will not accept directory listing and intercept requests from STS Subscribers (CT) subscribing to the STS Customer's service arrangement. These requests will only be accepted by the Company from the STS Customer. The Company may refuse a directory listing or intercept for (CT) an STS Customer who is in default of any charges due the Company.
- 37.7.4 Directory listing will be billed at business rates and charges, even if the actual listing is residential in nature. The involvement or participation of residential tenants does not alter the business classification of the service.
- 37.7.5 The Company will not be responsible for service quality beyond the point of interconnection (network interface) with the STS Customers equipment. The quality of service beyond the point of interconnection is the responsibility of the STS Customer.
- 37.7.6 The Company will terminate its facilities and locate the network interface at an STS Building in accordance with Guidebook and FCC rules and regulations. In any event, such services shall be terminated and located in a manner and at charges as if the customer were a single user system.
- 37.7.7 The provision of service to an STS Customer for the purpose of resale or sharing shall in no way reduce the rights of the Company nor impose additional responsibility or liability upon the Company with respect to suspension or discontinuance of service for reasons of, but not limited to, impairment of service, abandonment, abuse or nonpayment of charges.