

SHARED TENANT SERVICE (STS) ARRANGEMENTS

37.1 Definition of Service

37.1.1 Shared Tenant Service (STS) Arrangements are the provision of local exchange access services by Southwestern Bell Telephone Company, to the STS Customer at an STS Building for the purpose of the STS Customer reselling or sharing the service with the STS Subscribers. It is anticipated that the STS Customer will not be the end user of the entire service furnished by the Company and that the STS Customer intends to resell or permit sharing of the service by STS Subscribers.

37.2 Definitions

The following definitions apply to the provision of STS arrangements, in addition to those in Part 2 Section 1 of the Missouri Guidebook. (CT)
(CT)

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|----------------|---|--------------|
| BUILDING | - The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway. In no case can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the "same building." | (MT) |
| PREMISES | - All portions of the same building occupied by the same customer, provided that:
1. The portions are not separated from each other by intervening offices, rooms or suites not occupied by the customer.
2. The portions on different floors are contiguous and that the portion on the upper floor is directly above the portion occupied on the lower floor.
- All of the buildings occupied by the same customer, provided that: All of the buildings are located on the same continuous plot of ground, all of which plot is owned and/or held under lease by the same customer, and the buildings. | (MT) |
| STS CUSTOMER | - any person, corporation or other entity that provides STS within a user group and that is certificated to do so by the Missouri Public Service Commission (PSC). | |
| STS SUBSCRIBER | - any person, corporation or other entity who occupies an STS Building and is furnished telephone service by the STS Customer. | |
| STS BUILDING | - a structure under one roof on one premise which is wholly located in a single Telephone Company exchange and/or wire center in which telephone service to STS Subscribers is provided by an STS Customer. In no case can two or more structures on one premise which are connected by an enclosed or covered passageway be considered a single STS Building. STS may be provided in less than a building but it must be confined to a contiguous premise. Exceptions to this provision must be approved by the Missouri PSC. | (RT)
(RT) |
| | | (MT) |

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37.2 Definitions-(Continued)

- NEW STS BUILDING - For the purpose of this paragraph, a newly constructed building is defined as a building in which the Telephone Company has not previously provided permanent distribution facilities adequate to serve the occupants of the building. The provision of service to contractors during the building's construction is not considered permanent distribution facilities. A building will be considered new for a period of 180 days from the time the distribution facilities are placed in the building. (MT)
- EXISTING BUILDING CONVERTED TO STS - a building in which Southwestern Bell Telephone currently provides service directly to any or all occupant(s). (MT)

37.3 General Regulations

- 37.3.1 STS service is provided to the STS Customer for the exclusive use of the STS Customer, its employees and its STS Subscribers.
- 37.3.2 The STS Customer must confine the use and availability of STS service exclusively to the occupants of the STS Building.
- 37.3.3 The STS Customer has total responsibility for the administration, control and utilization of the resale and sharing of the service.
- 37.3.4 The STS Customer will limit the provision of shared or resold services to a single STS Building, unless it obtains a waiver from the Missouri PSC.
- 37.3.5 If the STS Customer files an application for certification and/or a waiver of the geographic limitations with the Missouri PSC, a copy of the application and/or waiver request(s) shall be sent concurrently to the Missouri Division's Legal Department of Southwestern Bell Telephone Company by the STS Customer. The address is 909 Chestnut St., Room 3558, St. Louis, MO 63101. (CT)
- 37.3.6 The Company has the right to refuse to install STS or to permit STS to remain on any premises when the public in general may make use of the STS service.
- 37.3.7 The service furnished to the STS Customer shall always be classified as a business service for the purpose of the application of rates. (RT)
- 37.3.8 The STS Customer must utilize a Private Branch Exchange (PBX) which is registered with the Federal Communications Commission (FCC) and riser cable which conforms to all electrical codes and Southwestern Bell Telephone Company's technical standards for riser cable or transmission facilities.

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37.3 General Regulations-(Continued)

- 37.3.9 The STS Customer may furnish its resold and shared services through one or more PBXs but is restricted to the authorized geographic limitations of the STS Building as defined by this tariff or under a PSC approved waiver. If there is one or more than one PBX, Southwestern Bell is required to provide only one point of termination. Except for the private use of the STS Customer, as specified above, interconnection of multiple resold or shared PBXs within the local exchange area and LATA is prohibited.
- 37.3.10 AT&T Missouri has tariff and guidebook obligation to provide continuing service to any customer who wants service from the Company at all STS Buildings so long as the STS Customer or building owner will: (CT)
(CT)
- A. Provide the Telephone Company immediate and continuing free right-to-use of the riser cable and other facilities within the STS Building, not owned by the Telephone Company, necessary to serve its customers.
 - B. Provide the Telephone Company with immediate continuing access and use of any existing Southwestern Bell Telephone Company facilities within the STS Building, at no charge to the Telephone Company. Should the STS Customer or building owner request Southwestern Bell to move, remove or rearrange any of its existing facilities within the STS Building, the STS Customer or building owner will give the Telephone Company right-of-way to make such moves or rearrangements and they will be charged a rate based on the cost.
 - C. Provide to the Telephone Company additional access and right-of-way, to enable Southwestern Bell Telephone Company to place additional facilities within the STS Building to serve Southwestern Bell Telephone Company customers, at no charge to the Telephone Company.
- 37.3.11 Riser cable that is installed or acquired by an STS Customer or building owner must be the wholly owned property of the STS Customer or building owner. It may not be leased or mortgaged by a third party. In addition, an easement in the riser cable shall be given to the Telephone Company at its request.
- 37.3.12 In existing buildings where the Telephone Company has installed the riser cable, the STS Customer can either contract for a fee for the use of the Telephone Company's riser cable or install its own.

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37.3 General Regulations-(Continued)

- 37.3.13 Service arrangements furnished to accredited public and private educational institutions which provide telecommunication services to students, faculty members or employees who reside in dormitories or other residential quarters owned, leased or under control of the educational institution are not considered to be Shared Tenant Service arrangements. These service arrangements will continue to be provided as specified in Part 2, Section 7 of the Guidebook. (CT)

37.4 Facilities

- 37.4.1 The service is composed of the serving central office line equipment, all outside plant facilities needed to connect the Company's serving central office with the STS Building and the network interface. These facilities are provided and maintained by the Company and provide access to and from the telecommunications network for both long distance service and local calling.
- 37.4.2 Charges for Service Connections, moves, removals and changes apply in addition to other applicable charges specified in Part 2, Section 2 of the Guidebook. (CT)
- 37.4.3 Charges and rates for directory assistance calls, as provided by the Company, are those described in Part 11, Section 2 of the Guidebook. (CT)
- 37.4.4 The STS Customer assumes the total and exclusive responsibility for compliance with all rules and regulations governing the use of the service including the use of the service by the STS Customer's Subscribers.
- 37.4.5 Private Coin Service instruments shall access the local exchange telephone network through a separate access line provided directly by the Telephone Company. Private Coin Service may not be provided as a station behind a PBX. All other regulations pertaining to Private Coin are included in Section 34.
- 37.4.6 Southwestern Bell Telephone Company's responsibility for the provision of exchange service, private line service, data service or other facility type services ends at the point of connection (network interface) to the STS Customer's PBX and does not extend to the STS Subscribers.

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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.

SHARED TENANT SERVICE (STS) ARRANGEMENTS

37.5 Responsibility of the STS Customer-(Continued)

- 37.5.8 The STS Customer is responsible for the direct payment of all charges billed, including long distance and private line charges, associated with the service. The applicable Company Rules and Regulations, regarding bill payments and suspensions are included in Part 2, Section 2 of the Guidebook. In the event the STS Customer receives notice from the Company of pending service suspension, the STS Customer will have sole responsibility to notify its STS Subscribers at least two (2) days prior to the date of the pending suspension. (CT)
- 37.5.9 The Company is not responsible for any allocation, proration or distribution of any charges billed to the STS Customer. (CT)
- 37.5.10 Toll message investigation requests for Southwestern Bell Long Distance Services will only be accepted from the STS Customer. Without charge, these investigations will be performed but limited to no more than four (4) for each 1,000 messages billed per billing period. For investigations of messages in excess of this limit, a charge based upon cost will apply. (CT)
- 37.5.11 In an Existing building Converted to STS, the STS Customer must notify, in writing, any existing AT&T Missouri customers that they may continue to receive service from AT&T Missouri. A copy of the notice should be provided to the Telephone Company, at the address listed in Paragraph 37.3.5 of this tariff. (CT)
- 37.5.12 The STS Customer will train its STS Subscribers of appropriate trouble reporting procedures so that all trouble calls will be directed through the STS Customer's representative. In the event an STS Subscriber reports trouble directly to the Company, the STS Customer may be liable for a Customer-Owned Equipment Trouble Isolation Charge as specified in Part 3 of the Guidebook. (CT)
- 37.5.13 In the event an STS Customer intends to discontinue the provision of resold and/or shared local exchange service to its STS Building, the STS Customer must provide both AT&T and all STS Subscribers written notice of its intended discontinuance at latest 180 days prior to the proposed discontinuance. (CT)

SHARED TENANT SERVICE (STS) ARRANGEMENTS

37.5 Responsibility of the STS Customer-(Continued)

- 37.5.14 The STS Customer must insure that all STS Subscribers of the STS arrangement are aware of any limitations associated with their ability to either access the Emergency Telephone Number "911" or to receive the service benefits which reasonably would be expected by such users.
- 37.5.15 The STS Customer shall provide the Telephone company the size (number of access lines, types of service provided, etc.) and location of the STS Subscribers they serve.

37.6 Provision of Distributing Plant Facilities

- 37.6.1 The STS Customer must provide Southwestern Bell Telephone a written estimate of the type and number of facilities which will be required to service the STS Customer's building. In newly constructed buildings, as defined in Paragraph 37.2, (New STS Building), this facility estimate must be furnished to the Telephone Company at least 180 days prior to the establishment of the STS arrangement.
- 37.6.2 In the event an STS Customer requests service in a newly constructed building, as defined in Paragraph 37.2, in less than the 180 days specified in Paragraph 37.6.1, the STS Customer will be responsible for the incremental cost of any facilities, in excess of the facilities requested by the STS Customer, which the Telephone company constructed in anticipation of providing service directly to the occupants of the building. Payment of these charges must be received before STS will be provided to the STS Customer.

37.7 Rights of the Company

In addition to the rights of the Telephone Company set forth in Part 2, Section 2 of the Guidebook, the Company shall have the following rights: (CT)
(RT)

- 37.7.1 Where a resale or sharing arrangement is suspected at a location that is not authorized to be STS, the Company will notify the Missouri PSC. If the customer fails to seek certification from the PSC to provide STS, the Telephone Company shall have the right to terminate such service.

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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.

**P.S.C. Mo. - No. 35
GENERAL EXCHANGE TARIFF**

Section 37

Southwestern Bell Telephone
Company d/b/a AT&T Missouri

3rd Revised Sheet 9
Replacing 2nd Revised Sheet 9 through
Section 41, 1st Revised Sheet 1

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37.7 Rights of the Company-(Continued)

- 37.7.8 The Company will distribute to the STS Customer such local directories as in its opinion are generally necessary for the efficient use of Local Exchange Service. The Company, upon the STS Customer request for a foreign or additional directory may, at the Company's discretion, charge for any such directory at a reasonable rate.
- 37.7.9 The Company shall have the right to require a deposit from an STS Customer in accordance with the regulations specified in Part 2, Section 2 of the Guidebook. (CT)
- 37.7.10 When any STS Customer is in violation of any of the provisions in this section, the Telephone Company will promptly notify the STS Customer of the violation. The STS Customer shall correct the violation and shall confirm in writing to the Company within ten (10) days, following the receipt of written notice from the Company, that the violation has been corrected. Failure of the STS Customer to correct the violation and to give the required written confirmation to the Telephone Company within the time stated above shall result in suspension of the STS Customer's service until such time as the STS Customer complies with the provisions of this Tariff and the Guidebook. (AT)
(AT)

37.8 Rates

- 37.8.1 Rates for Local Exchange Service will be those specified for STS in the Part 4 of the Guidebook. (CT)
- 37.8.2 Rates for services other than Local Exchange Service will be as specified in Part 4 of the Guidebook. (CT)
(AT)