

SECTION 2

AT&T OKLAHOMA (1)

This Guidebook ("Guidebook") applies to telecommunications services furnished by AT&T Oklahoma ("Company")

Effective June 30, 2003, services contained within this Section of the Guidebook are grandfathered and no longer available for new subscribers.

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- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - INDEX (1)

	<u>Page</u>
1. Application of Guidebook/ Accessibility of Guidebook	6
2. Construction Charges	7
3. Explanation of Terms	12
4. Frame Relay Digital Service	17
5. Rules and Regulations Applying to All Customers' Contracts	27
6. Service Charges	42
7. Special Service Arrangements.....	46

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SECTION 2 - EXPLANATION OF SYMBOLS (1)

The following are the only symbols used for the purposes indicated below:

AT	Indicates addition to text
C	Indicates a correction
CP	Indicates change in practice
CR	Indicates change in rate
CT	Indicates change in text
DR	Indicates discontinued rate
FC	Indicates change in format lettering or numbering
MT	Indicates moved text
NR	Indicates new rate
RT	Indicates removal of text

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SECTION 2 - GUIDEBOOK FORMAT (1)

Page Numbering - Page numbers appear in the upper right corner of each page. Pages are numbered sequentially. However, new pages are added to the Guidebook from time to time. When a new page is added between pages already in effect, a decimal is added. For example, new pages added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Department. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the Department follows in their Guidebook approval process, the most current page number on file with the Department is not always the Guidebook page in effect.

Paragraph Numbering Sequence - There are six (6) levels of paragraph coding. Each level of coding is subservient to its next higher level.

2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).i

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SECTION 2 - CHECK PAGE (1)

The pages of the Tariff are effective as of the date shown at the bottom of the respective page. Original and revised pages as named below comprise all changes from the original Tariff.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original	36	Original
2	Original	37	Original
3	Original	38	Original
4	Original	39	Original
5	Original	40	Original
6	Original	41	Original
7	Original	42	Original
8	Original	43	Original
9	Original	44	Original
10	Original	45	Original
11	Original	46	Original
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25	Original		
26	Original		
27	Original		

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SECTION 2 - APPLICATION OF THE GUIDEBOOKGuidebook(1)

1. General
 - 1.1 This Guidebook contains the description, regulations, and rates applicable to services offered by the Company. Services are furnished subject to the availability on a continuing basis of all the necessary facilities as set forth in this Guidebook.
 - 1.2 The Company operates as a facilities-based provider of service in exchanges where SWBT is the incumbent local exchange carrier.
 - 1.3 The rates and regulations contained in this Guidebook apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Carrier or other common Carrier for use in accessing the services of Company.
 - 1.4 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Guidebook (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Guidebook or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
 - 1.5 The provision of services are subject to existing regulations and terms and conditions specified in this Guidebook and may be revised, added to or supplemented by superseding Guidebooks.
 - 1.6 The Company reserves the right to offer its Customers a variety of services as deemed appropriate by the Company.
 - 1.7 This Guidebook is applicable to Business and Residential Customers.
2. Service Territory
 - 2.1 The Company will provide service only within the territory of Southwestern Bell Telephone Company.

ACCESSIBILITY OF GUIDEBOOK (1)

This Guidebook is on file with the State Corporation Commission of Oklahoma and copies may be inspected during normal working business hours at the Company's principal place of business.

- (1) Services provided in this Section of the tariff were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - CONSTRUCTION CHARGES (1)

TABLE OF CONTENTS

1.	General.....	8
2.	Regulations and Charges for Extensions of Permanent Distribution Facilities.....	8
3.	Installation of Telephone Facilities for Real Estate Developments.....	9
	3.1 General.....	9
	3.2 Public Easements.....	9
	3.3 Payments, Refunds and Credits.....	9
4.	Regulations for Facilities on Private Property.....	11
5.	Regulations and Charges for Special Construction.....	11
6.	Regulations and Charges for Construction of Temporary Service.....	11
7.	Regulations and Charges for Service Provided to Movable Premises.....	11

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SECTION 2 - CONSTRUCTION CHARGES (Cont'd) (1)

1. General

- 1.1 The charges, deposits and regulations specified below apply in connection with all classes of service, facilities or equipment furnished by the Company and are in addition to the installation charges applying in connection with particular classes of service, equipment or facilities and in addition to Service Charges which are covered separately in the other paragraphs of this Guidebook.
- 1.2 The customer may be required to pay the full amount of construction charges prior to the start of construction.
- 1.3 Extensions of facilities made by the Company in accordance with these rules, however financed, shall be and remain the property of the Company, or may be owned by some third-party company with whom the Company has a joint use agreement.

2. Regulations and Charges for Extensions of Permanent Distribution Facilities

The Company will extend its distributing facilities to furnish service to any applicant provided that right-of-way to the point of service is furnished or available to the Telephone Company without charge.

Facility extensions or reinforcement of existing facilities required for local exchange service, will be constructed along public highways or private property by the Telephone Company under the following conditions:

- A. An allowance of 1/4 mile, route measurement, per applicant, will be made for such facility extensions or reinforcement of existing facilities without a construction charge. This allowance applies to the total construction route, whether on public or private right-of-way, or a combination. For calculations of the allowance, multiple applicants at the same location will receive one allowance.
- B. Applicants may, at the option of the Telephone Company, be required to execute a termination agreement in an amount equal to 12 months exchange service in cases where no construction charges are applicable.
- C. For the construction in excess of the allowance described above, applicants for service may be required at the option of the Telephone Company to pay a construction charge based on cost, or execute a termination agreement.
- D. When an end-user requests services requiring an excessive quantity of facilities which will have extremely little potential for reuse, should that end-user move or otherwise discontinue service, a construction charged based on the cost of the facilities would apply.

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SECTION 2 - CONSTRUCTION CHARGES (Cont'd) (1)

3. Installations of Telephone Facilities for Real Estate Developments

3.1 General

- A. The following definitions, in addition to those terms found in the Explanation of Terms Paragraph of this Guidebook, are used in Paragraph 3. of this paragraph of the Guidebook.

DEVELOPER - the person, partnership, private or public corporation, governmental agency or other legal entity recognized by law as being the owner or owner's agent of the real estate development.

REAL ESTATE DEVELOPMENT - a lot, tract or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential buildings, placing mobile homes, or trailers. This may also be the land designated for new commercial buildings or land on which is constructed new commercial buildings.

- B. Failure of the developer to comply with this Guidebook may result in the delay in the provisioning of distribution facilities to customers located in the development while being appealed to the Oklahoma Corporation Commission.

3.2 Public Easements

- A. Within the developer's real estate development, the Company will construct, own, operate and maintain telephone lines along public thoroughfares and on public lands and private property where public easements may be obtained without cost.
- B. Public easements, within the real estate development must be furnished by the developer in reasonable time to meet construction and service requirements before the Company will begin installation. Such public easements must be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade by developer at no cost to the Company. The clearance and grading must be maintained by the developer during construction by the Company.

3.3 Payments, Refunds and Credits

- A. The developer may be required to enter into a contract with the Company. Under the terms of the contract the developer will make a cash deposit, or bank letter of credit, or obtain a surety bond in return for the Company placing the required facilities. Among other items the terms of the contract will provide for full or partial periodic refunds of the charges as the area reaches the anticipated development. The contract will specify the estimated telephone development within the area and the time required to complete the project, not to exceed five (5) years.

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SECTION 2 - CONSTRUCTION CHARGES (Cont'd) (1)

3. Installations of Telephone Facilities for Real Estate Developments (Cont'd)

3.3 Payments, Refunds and Credits (Cont'd)

- B. The cash deposit, bank letter of credit, or surety bond that will be provided by the developer will be in an amount equal to, the estimated cost of the project, less the cost of drops to individual users from the telephone distribution facilities.
- C. Whenever a surety bond or bank letter of credit is posted, the most recent average embedded debt cost of the Company, filed with the Oklahoma Corporation Commission, shall be added to the principal amount.⁽²⁾ The cash deposit, bank letter of credit, or surety bond must be presented prior to the start of construction and will be required for each phase of development if multiple phases are contemplated.
- D. Refunds (without interest) will be given when the developer makes a cash deposit for construction charges. Credits (without interest) will be given in the form of a reduction of the face amount of a surety bond or bank letter of credit when submitted by the developer in lieu of cash deposit. Refunds and credits will be made as follows:
 - 1. Annually the developer will be responsible for submitting to the Company a list of the customer access lines connected to the network. For refund/credit purposes, the Company will verify the list against Company records to determine the number of access lines connected to the network.

A refund or credit will be given equal to the percentage that the number of working access lines represents, to 75% of the total access lines provided, less any previous refunds or credits. In no case shall the total of the refunds or credits exceed the initial amount of the deposit, bank letter of credit, or surety bond.

- 2. If within five years from the date of the deposit, bank letter of credit, or surety bond the proposed development has not developed to 75% of the total access lines provided, the developer shall be obligated to pay to the Company the total construction costs, reduced by all refunds or credits previously allowed. Where this amount is not paid within sixty days of the date due and a surety bond, or bank letter of credit has been submitted in lieu of a cash deposit, the Company may declare a default and call upon the surety bond, or bank letter of credit for payment of the remaining amount due.

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- (2) The developer must post a new surety bond or bank letter of credit thirty days prior to the expiration date of the previous surety bond or bank letter of credit.

SECTION 2 - CONSTRUCTION CHARGES (Cont'd) (1)

4. Regulations for Facilities on Private Property

The extension of facilities to provide for additional point(s) of termination (i.e., extension lines) on private property is the responsibility of the customer.

5. Regulations and Charges for Special Construction

5.1 When a special type of construction is furnished to a customer, an additional charge is made, equal to the difference between the estimated cost of the special type of construction and the estimated cost of standard construction. The customer is required to bear unusual maintenance costs for the special construction.

5.2 Where either underground or aerial construction of facilities is required (other than by choice of the Telephone Company), an additional charge shall be made if the estimated cost of the type of construction required (underground or aerial) exceeds the estimated cost of the other type of construction. This charge shall be the difference between the two.

6. Regulations and Charges for Construction of Temporary Service

Where facility construction is required to provide any service or facility, temporary in character, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Telephone Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

7. Regulations and Charges for Service Provided to Movable Premises

7.1 When telephone service is provided to movable premises by means of aerial facilities, a clearance pole shall be provided if needed in the opinion of the Company.

The customer shall place, own and maintain the pole. However, if the customer elects, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.

7.2 The clearance pole must comply with specifications determined to be applicable by the Company.

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SECTION 2 - EXPLANATION OF TERMS (1)

Advance Payment: Part or all of a payment required before the start of service.

Applicant: Any person, partnership, cooperative corporation, corporation, or lawful entity requesting service(s) from a telecommunications service provider.

Authorized User: Any person who is permitted by the customer to use the customer's service on a temporary basis because it would be impractical for the user, due to the transient nature of his occupancy of the premises where the local exchange is located, to subscribe to his own local exchange service.

Bellcore: An independent telecommunications research company, also known as Telcordia.

Billing Agent: An entity which provides bills to a customer for services received from a telecommunications service provider.

Building: The term "same building" is to be interpreted to mean under one roof, or two or more structures on the same premises which are connected by an enclosed passageway in which the wires or cables of the Company may be placed without exposure to outside electrical circuits or the weather. In no case can conduit be considered as an enclosed passageway. The term "same building" does not include those premises connected by a covered public mall.

Campus: Multiple buildings located on a single tract or area of land or on adjacent and abutting tracts of land where all the buildings and land are subject to majority ownership by the same person. A campus may be intersected or traversed by public thoroughfares provided that the segments created would be continuous in the absence of the thoroughfare. A tract or tracts of land used for farming and/or ranching shall not be considered a "campus".

Carrier: A company registered by the Oklahoma Corporation Commission to provide telecommunications services.

Cancellation Charge: (See Termination Charge).

Central Office: A central office is a local exchange switching unit that is used to interconnect exchange access arrangements or exchange access lines within a specified area.

Channel or Circuit: One communication path between two (2) or more points suitable for transmitting information.

Channel Mileage: Distance calculated using the telephone industry standard Rate Centers ("V" & "H") between Company's and Customer's Premises.

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SECTION 2 - EXPLANATION OF TERMS (Cont'd) (1)

Company: AT&T Oklahoma.

Contract: An agreement between customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of service. The contract may or may not accompany an associated service order.

Connecting Arrangement: The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company.

Connecting Company: A corporation, association, firm or individual, owning and operating one or more central offices and with whom traffic is interchanged.

Construction Charge: A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the applicable Guidebook.

Contiguous Property Area: A single building or multiple buildings located on a single tract or area of land or on adjacent and abutting tracts of land. The contiguous property area may be intersected or traversed by public thoroughfare(s) provided that the segments created would be contiguous in the absence of the thoroughfare(s). In any event, the contiguous property area must be wholly within the same serving office area of the Company. Contiguous property area also includes that area originally established in 70 O.S. § 3306.14.

Continuous Property Area: A single building or multiple buildings located on a single tract or area of land or on adjacent and abutting tracts of land where all of the buildings and land are subject to majority ownership by the same person. A continuous property area may be intersected or traversed by public thoroughfare(s) provided that the segments created would be continuous in the absence of the thoroughfare(s). In any event, the continuous property area must be wholly within the same serving office area of the Company.

Covered Public Mall: A covered public area, originally intended for, or formerly used as, a public street or alley running between two or more buildings.

Customer: Any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services supplied by any telecommunications service provider or IXC.

Customer Premises Equipment ("CPE"): Equipment located at the customer's premises for use with the Company's services. CPE can include, for example, data communications equipment.

Customer Account: A customer's record relating to the service or equipment billed to a single telephone number. Service may be all on one premises or extended to other premises as long as it is part of the main telephone system and billed to the main telephone number.

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SECTION 2 - EXPLANATION OF TERMS (Cont'd) (1)

Customer-Premises Inside Wire: That wire including connectors, blocks and jacks within a customer's premises that extends between the point of minimum termination of an exchange access line and those standard registration jack locations within the customer's premises to which terminal equipment can be connected for access to the exchange access line.

Demarcation Point: The physical location at which responsibility for operating and maintaining facilities passes from one person to another.

Dedicated Access Service: Denotes non-switched, point-to-point services over fully dedicated lines, at a fixed monthly rate, between customer premises and Company facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for services.

Exchange: A telephone system which provides for service within a specified area known as the "Exchange Area." An exchange is termed a "Potential Exchange" when the customers are served by a serving office located in another exchange area. (See Serving Office Area).

Exchange Area: The area within which Southwestern Bell Telephone Company is certificated to furnish service.

Facilities: All plant and equipment of a telecommunications service provider including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the regulated business of any telecommunications service provider.

FCC: Federal Communications Commission.

Holidays: Denotes all Company-specified holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

Individual Case Basis ("ICB"): A condition, pursuant to the provisions of the Guidebook, in which the rates and charges for an offering are developed based on the circumstances of each customer.

Installation Charge: An initial and nonrecurring charge made under certain conditions covering the cost or portion of the cost of the work of connecting and furnishing telephone service or telephone equipment.

Interface: That point at the customer's premises at which provision is made for connection of other than Company provided facilities to facilities provided by the Company. See Demarcation Point

Jurisdiction: A geographic area meeting each of the following conditions: (1) Presided over by the same regulatory body, (2) Within the boundary of a single state; and (3) An area in which Southwestern Bell is authorized to provide service.

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SECTION 2 - EXPLANATION OF TERMS (Cont'd) (1)

LATA: Local Access and Transport Area (LATA) denotes a geographic area established for the administration of telecommunications service as defined in the Code of Federal Regulations, Title 47, Part 53.3. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

Move: A move is a transfer of telephone service, including network facilities, from one location to another on the same premises on an out-of-service basis.

Network: See Telecommunications Network.

Network Interface: The network interface, also referred to as demarcation point, is a Company-provided standard jack or its equivalent installed at the demarcation point at the customer's premises for the termination of regulated service. Also, see Demarcation Point.

Non-Regulated Telecommunications Service: A offering of service(s) where the rates and/or terms and conditions for such service(s) are non regulated by the Commission.

Obsolete: A classification indicating the restricted availability of a service offering. The extent of the restriction is denoted by annotations as follows:

1. Existing Customers: can add to existing system, can outside move, cannot transfer contract.⁽²⁾
2. Existing Customers at Existing Locations: can add to, cannot outside move, cannot transfer contract.⁽²⁾
3. Existing Installations: can transfer contract, cannot add to existing system, cannot outside move.
4. Existing Installations at Existing Locations: can transfer contract, cannot add to, cannot outside move.
5. Existing Installations at Existing Locations for Existing Customers: cannot add to, cannot outside move, cannot transfer contract.
6. Existing Locations: can add to existing system, can transfer contract, cannot outside move.⁽²⁾
7. Existing Service Arrangements: can outside move, can transfer contract, cannot add to.
8. Existing Systems: can outside move, can transfer contract, can add to.⁽²⁾

Services or equipments which have been obsoleted and are restricted to "Existing Installations" or "Existing Service Arrangements" will continue to be provided only so long as maintenance components are available. When maintenance components are no longer available, without unreasonable expense, the obsolete service or equipment must be replaced by current service or equipment at current tariff rates, or be discontinued.

Person: Any individual; firm; partnership; co-partnership; joint venture; association; cooperative organization; corporation; parent corporation or its subsidiary; municipal or other political subdivision; fraternal organization; nonprofit organization; estate; trust; business or common law trust; receiver; assignee for the benefit of creditors; trustee or trustee in bankruptcy; the State of Oklahoma or the United States, or any department, board, bureau or commission thereof; or any other service user.

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- (2) Additions subject to availability of equipment.

SECTION 2 - EXPLANATION OF TERMS (Cont'd) (1)

Premises: For the application of Mileage Charges - Premises is defined as all of the buildings occupied by the same customer, provided that all of the buildings are located on the same plot of ground and are not intersected by a public highway. ⁽²⁾

Point of Minimum Termination: That point at a customer's premises which is as close as possible to the point where the Company's network cable or outside distribution facilities terminate at the customer's premises.

Registered: The term "Registered" denotes equipment which complies with and has been approved within the Registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

Regulated Telecommunications Service: The offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission.

Service Charges – Connections, Moves and Changes: Refers to charges made to customers for the purpose of reimbursing the Company for the cost or portion of the cost involved in connecting, moving and changing telecommunications services.

Service Point: When used in connection with communication channels, denotes the demarcation point at the customer's premises where channels provided by or furnished to the customer are terminated. See also Demarcation Point.

Supplemental Contract: A contract for service, equipment or facilities in addition to that provided for under the original contract.

Suspension of Service: An arrangement made at the request of the customer or at the initiative of the Company for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.

Telecommunications Network: All facilities of the Company that are used to provide its services.

Telephone Company: Southwestern Bell Telephone Company (SWBT).

Termination Charge: A charge made to a customer if the contract is terminated prior to the expiration of the contract period.

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- (2) A public highway is considered to mean a vehicular thoroughfare which is governmentally owned.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (1)(2)

TABLE OF CONTENTS

	<u>Page</u>
1. Application of Guidebook	18
2. Definitions	19
3. General Regulations	20
4. Service Availability	21
5. Limitations	22
6. Responsibility of the Customer	23
7. Responsibility of the Company	24
8. Application of Charges	25
9. Rates and Charges	26

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.
- (2) Effective June 30, 2003, Frame Relay Service offered in this Section ("Obsolete Service") is no longer available to Customers who on that date are not subscribers of the Obsolete Service. Customers who on June 30, 2003 are subscribers of the Obsolete Service may make the following changes to such Obsolete Service: (1) assignments as outlined in Paragraph 9; and (2) moves and changes as outlined in Paragraph 6. All such changes shall be made pursuant to the terms and conditions of this Guidebook.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

1. Application of Guidebook
 - 1.1 Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Based on ANSI (American National Standards Institute) and CCITT (Committee Consultat de International Telegraphique et Telephonique) standards for Frame Relay, each frame is passed to the Frame Relay network with an address that specifies the virtual connection.
 - 1.2 Variable frame length capability is useful in communications between asynchronous Local Area Networks (LAN) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.
 - 1.3 This service is available to customers in Local Access and Transport Areas (LATAs) served by the Company.
 - 1.4 Frame Relay is provided to the customer in the form of a Site Link and the Logical Link. The Site Link forms the local access component which provides the customer access to the customer's Service Central Office, the interoffice transport within the PMA from the customer's serving central office to the Frame Relay office, and the termination of those facilities at the Frame Relay office. The Logical Link consists of the primary addressing associated with the permanent virtual connection between any two Site Links.
 - 1.5 The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer originated data.

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SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

1.2 Definitions

Link Extension – A customer served by an office located outside of an established Primary Market Area (PMA), but within the same LATA, will be required to order a Link Extension. The Link Extension will consist of interoffice transport between the Site Link at the customer's serving central office and the nearest central office within the PMA.

Logical Link - The permanent virtual circuit between two customer Site Links which establishes a two-way connection which allows user data to flow. Includes the Frame Relay switch(es) and the trunking between switches.

Network Link - A facility used to connect two PMAs within the same LATA.

Primary Market Area (PMA) - The geographic area in which Frame Relay Service is offered which consists of an exchange area suitably equipped for Frame Relay Service. Service is available outside the PMA (but within the same LATA) by subscribing to a distance sensitive Link Extension.

Site Link – The physical connection between the customer's premises and the Frame Relay network. Includes the local loop, interoffice facilities between the Serving Central Office and the Frame Relay Office, and the termination on the Frame Relay switch.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

3. General Regulations

- 3.1 The following rules and regulations are in addition to other rules and regulations as stated in this or other Company Guidebooks.
- A. Provision of this service (or provision of any specific element associated with this tariff) is subject to the availability and operational limitations of the equipment and associated facilities.
 - B. A variety of equipment and facilities may be used to provide this service, and the Company reserves the right to determine which shall be used and to modify and change such equipment at its option.
 - C. This service requires the use of customer provided equipment which must be compatible with the Company's equipment and facilities and must conform to industry standards for Frame Relay and specifications provided in Technical Publication TR 76642.
 - D. Frame Relay Service, when furnished at the same premises in combination with other Local Exchange Service, shall not be considered to be in conflict with rules of Paralleling Service contained in the Rules and Regulations Applying to All Customer's Contracts in Part 2, Section 2 of the Guidebook.
 - E. The Company shall not be liable for any loss or damages as described in the Rules and Regulations Applying to All Customer's Contracts section of the Guidebook.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

4. Service Availability
- 4.1 Frame Relay is available within a Primary Market Area (PMA). The PMA will be defined as an exchange area suitably equipped to provide Frame Relay Service. Service outside the PMA (but within the same LATA) is made possible by the distance sensitive Link Extension. One or more PMAs may be located within a LATA. Extended Area Service (EAS) or flat-rate Calling Service (WACP) does not apply nor is an Optional EAS arrangement available for this service.
- 4.2 A customer's premises or Serving Central Office need not be in the PMA to subscribe to Frame Relay Service. If the customer's Serving Central Office is outside the PMA (but within the same LATA), the customer will be required to subscribe to a Link Extension which will include distance sensitive charges based on the airline mileage (V-H) from the customer's Serving Central Office to the closest Central Office that is within the PMA.
- 4.3 Special Construction will be provided under the Special Construction section of the Access Service Tariff. Special Construction is construction undertaken by the Company where facilities are not available and there is no other requirement for the facilities constructed; of a type facility other than that normally used for this service; over a route other than that which would normally be used; in a quantity greater than what the Company would normally construct for the needs of this service; on a temporary basis until permanent facilities are completed; involving abnormal costs; or in advance of normal construction on an expedited basis.
- 4.4 This service is guaranteed under the terms of this subsection to provide an average performance of at least 99.0 percent error free seconds up to the demarcation point of the channel for operation at all transmission speeds offered by this Guidebook. When Frame Relay Service is operating at an error performance level that is unsatisfactory to the customer, and the Company determines that the error performance level is below that specified above, the period of substandard performance will be considered as an interruption.
- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

5. Limitations
 - 5.1 Logical Links must be associated with at least one Site Link. A customer must subscribe to at least one Site Link to subscribe to a Logical Link.
 - 5.2 A Site Link can be associated with any number of Logical Links. Since all Logical Links need not be in use at the same time, it is possible for the total bandwidth of all Logical Links associated with one Site Link to exceed the bandwidth of that Site Link. Such a relationship is referred to as oversubscription and when this occurs, there can be no guarantee that the bandwidth defined for that Logical Link will be available at any point in time.
 - 5.3 The Logical Link must be ordered at the bit rate equal to the lowest bit rate of the two associated Site Links.
 - 5.4 A customer subscribing to a Site Link will be referred to as the Controller of the Site Link. A customer subscribing to a Logical Link need not be the Controller of either Site Link but must have the permission of both Controllers in order to establish a Logical Link between the two Site Links.
 - 5.5 Site Links and Logical Links are ordered and billed independently and can have different customers as Controllers. A request by one customer to disconnect one component does not result in the disconnection of associated components. Only the Controller of a Site Link may authorize a disconnect of that Site Link.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

6. Responsibility of the Customer
 - 6.1 Where Frame Relay Service is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of Company employees or the public; damage, harm, require change in or alteration of the equipment or other services of the Company; interfere with the proper operation of the Company's equipment; or otherwise injure the public in its use of Company services. Upon notice from the Company that the equipment provided by customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
 - 6.2 The customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the Frame Relay Service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
 - 6.3 It shall be the responsibility of the customer to ensure the continuing compatibility of the customer provided equipment that is used in conjunction with the Frame Relay Service.
 - 6.4 Registration Program - Effective June 30, 1987, the Federal Communications Commission's Part 68 Rules and Regulations were amended to require registration of customer provided equipment that directly connected to subrate and 1.544 Mbps digital services after that date. The equipment or system must also comply with the requirements of the Technical Reference Publication 62411.
 - 6.5 The customer shall be responsible for obtaining permission for Company agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the service components of the Company.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

7. Responsibility of the Company
- 7.1 The responsibility of the Company shall be limited to furnishing network equipment suitable for Frame Relay Service and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.
- 7.2 The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting Frame Relay Service to the technological requirements of any specific customer equipment.
- 7.3 When a customer orders a Logical Link which is relayed to other Local Exchange Carriers, or other Frame Relay networks, the Company will provide advisory assistance as a part of the establishment of this Logical Link.
- 7.4 The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of Frame Relay Service render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.
- 7.5 The Company has the service responsibility up to and including the network interface/demarcation point.
- 7.6 The placement of the network interface shall be located in a manner consistent with federal and state regulatory requirements.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

8. Application of Charges
- 8.1 Rates and charges for the Site Link will include a recurring monthly charge and a nonrecurring service charge and are based on the available transmission speeds (bit rates). The Site Link is available in three bit rates, 56Kbps, 384 Kbps and 1.536 Mbps.
- 8.2 The rates and charges for the Logical Link will include a recurring monthly charge and a nonrecurring service charge and are also based on transmission speeds and will be available in a variety of bit rates.
- 8.3 A Link Extension will consist of a flat rate monthly charge and a monthly distance sensitive charge. These charges are in addition to the monthly charge for the associated Site Link.
- 8.4 A Nonrecurring Service Charge will be assessed for each customer requested change in the transmission speed of the Site Link or Logical Link or for a new Site Link or Logical Link at the new speed.
- 8.5 The application of Nonrecurring Service Charges as found in Paragraph 9. are as follows:
- First Unit - Applies to the first unit per customer request, per due date, per customer premises, per PMA.
- Additional Unit - Applies to the additional unit(s) on the same customer request as the initial unit, same due date, same customer premises and same PMA.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - FRAME RELAY DIGITAL SERVICE (Cont'd) (1)

9. Rates and Charges

9.1 Site Links

			<u>Nonrecurring Service Charges</u>	
	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Unit</u>	<u>Additional Unit</u>
56 Kbps	LOK5X	\$164.25	\$310.00	\$240.00
384 Kbps	LOK6X	295.00	550.00	360.00
1.536 Mbps(2)	LOK8X	575.00	550.00	360.00

9.2 Link Extensions (3)

		<u>Monthly Rate</u>	<u>Monthly Charge/Mile</u>
56 Kbps	FCE5X	\$50.00	\$.75
384 Kbps	FCE6X	51.30	17.70
1.536 Mbps(2)	FCE8X	51.30	17.70

9.3 Network Links (4)

		<u>Monthly Rate</u>	<u>Monthly Charge/Mile</u>
56 Kbps	NLZ5X	\$60.00	\$.75
384 Kbps	NLZ6X	245.00	17.70
1.536 Mbps(2)	NLZ8X	588.00	17.70

9.4 Logical Links

			<u>Nonrecurring Service Charges</u>	
	<u>USOC</u>	<u>Monthly Rate</u>	<u>First Unit</u>	<u>Additional Unit</u>
56 Kbps	LCN5X	\$8.00	\$150.00	\$110.00
384 Kbps	LCN6X	20.00	150.00	110.00
1.536 Mbps(2)	LCN8X	50.00	150.00	110.00

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.
- (2) Network capabilities in some locations may be initially limited to providing a maximum of 1.344 Mbps.
- (3) A Link Extension is assessed both the Monthly Base Rate and the Monthly Charge per Mile which is calculated using the distance from the Customer's Serving Central Office to the nearest Central Office that is located within the PMA. These charges are in addition to the monthly charge for the associated Site Link. The Link Extension must be associated with and ordered at the same time as the Site Link.
- (4) A Network Link is assessed both the Monthly Base Rate and the Monthly Charge per Mile which is calculated using the distance from the two closest offices in the two PMAs being connected. A Network Link must be associated with and ordered at the same time as one or more Logical Links.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (1)

TABLE OF CONTENTS

	<u>Sheet</u>
1. Rules and Regulations Applying to All Customer's Contracts	28
2. Application for Service	28
3. Application of Business and Residence Rates	29
3.1 Business Rates	29
3.2 Residence Rates	29
4. Advance Payments and Deposits	29
4.1 General	29
4.2 Advanced Payments	30
4.3 Deposits and Guaranty Contracts	30
5. Use of Service and Facilities	32
5.1 Transmitting Messages	32
5.2 Use of Lines of Other Telecommunication Companies	32
5.3 Unauthorized Attachments or Connections	32
6. Payments for Service	32
6.1 Payment for Service	32
6.2 Return Check Charge	32
6.3 Administrative Charge	33
6.4 Billing Disputes	33
6.5 Rates for Fractional Periods	33
6.6 Installment Billing	33
7. Obligations of Customers and Rights of the Company	33
7.1 Obligations of Customers	33
7.2 Rights of the Company	34
8. Liability of the Company	36
8.1 Defacement of Premises	36
8.2 Delays or Interruption of Service	37
8.3 Indemnification	37
8.4 Liability Limitations	38
9. Transfer of Contracts	38
10. Termination of Contracts	39
10.1 General Provisions	39
10.2 Cancellation of Application for Services	39
10.3 Termination of Contracts During Minimum Terms	40
10.4 Termination of Contracts After Expiration of Minimum Term	40
10.5 Termination Agreements	41
11. Local Access Transport Areas (LATA) Boundaries	41
12. Promotions	41

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

Guidebook**SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)**

1. Rules and Regulations Applying to All Customers' Contracts

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

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

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

2. Application for Service

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

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

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

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

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

3. Application of Business and Residence Rates

3.1 Business rates apply at all locations except where residence rates may apply.

3.2 Residence rates apply at the following locations:

- In private residences which are not advertised or used as a place of business.
- In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use.
- In a detached structure when strictly a part of the residence on the same premises and is not used as a place of business.
- Residential rates may also apply to a single line in the private residence of the residential customer when services are provided by the customer and no charge, fee, or any form of remuneration is associated with the provision of the service. (2)(3)

4. Advance Payments, Deposits and Guaranty Contracts

4.1 General

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

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

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

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.
- (2) Services provided to amateur radio clubs at their tower locations for the club's auto patches shall be charged residential rates.
- (3) Service provided to owners of private airplanes that are not used predominately for business, and for the use of which the customer does not charge any fee or receive any form of remuneration, shall be charged residential rates at the hangar where the airplane is permanently located. No business white page listing shall be associated with this service.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

4. Advance Payments, Deposits and Guaranty Contracts (Cont'd)

4.2 Advanced Payments

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

4.3 Deposits and Guaranty Contracts

A. Deposit Requirements - Residential Customers

No deposit will be required:

1. If it can be verified that the residential applicant has been a customer of any telecommunications service provider in the State of Oklahoma for the same kind of service within the last (24) months and is not delinquent in payment of any telephone company service account and during the last 12 consecutive months of service did not have more than two occasion in which a bill for telephone company service was paid after becoming delinquent, did not present a dishonored check, and never had service disconnected for nonpayment; or
2. If the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required. Guaranty contracts shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the guaranteed account to the account or accounts of the guarantor. Guarantors must be present Company customers and must be acceptable as guarantors to the Company.

B. Deposit Requirements - Business Customers

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

C. Deposit Requirements - Existing Customers

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

D. Amount of Deposit or Guaranty Contract

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advance, or two months' charges when billed in arrears.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

4. Advance Payments, Deposits and Guaranty Contracts (Cont'd)

4.3 Deposits and Guaranty Contracts (Cont'd)

E. Interest on Cash Deposits

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

1. Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account.
2. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.
3. The deposit shall cease to draw interest after the discontinuance of service.

F. Refund of Deposits or Return of Guaranty Contracts

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

(1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)**5. Use of Service and Facilities**

- 5.1 Transmitting Messages: The Company does not transmit messages but offers the use of its facilities for communications between its customers.
- 5.2 Use of Lines of Other Telecommunications Companies: When suitable arrangements can be made, lines of other telecommunications companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other telecommunication companies, the Company is not responsible or liable for any action of the connecting telecommunications companies.
- 5.3 Unauthorized Attachments or Connections: No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the facilities furnished by the Company, whether mechanically, electrically, inductively, acoustically, or otherwise, except as provided in this Guidebook. In case any such unauthorized attachment or connection is made, the Company may rearrange the network interfaces to a demarcation point at the minimum point of entry (MPOE). The charges specified in the "Service Charges, Connections, Moves and Changes" paragraph of this Guidebook may apply.

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

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

6 Payments for Service

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

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

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

- 6.2 All bills are due when rendered. If the entire amount billed is not received by the Company prior to the next billing date a late payment charge of 1 1/2% will be assessed. This 1 1/2% late payment charge will apply to all tariffed services, except those purchased out of the Access Service Tariff, on any unpaid balance.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)**6 Payments for Service (Cont'd)**

- 6.3 In the event of a billing dispute between a customer and the Company, the Company shall investigate the dispute and report the results to the customer. If the dispute is not resolved, the Company shall inform the customer that they may utilize the complaint procedures of the Commission's Consumer Services Division and will provide the customer the Commission's street address, mailing address, telephone numbers of the Consumer Services Division and the Consumer Services Division's hours of operation. The company will forego disconnect procedures on account for nonpayment of any portion of accumulated disputed charges pending investigation by the Commission's Consumer Services Division.

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

- 6.4 An administrative charge of \$10.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written because of being post-dated or because of insufficient funds, account closed, no account, account frozen, or uncollected funds.
- 6.5 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.
- 6.6 Installment Billing allows customers to negotiate payment of nonrecurring charges for up to four (4) months. This billing arrangement will be applicable only to those products and services not specified for deferred payment in other paragraphs of this guidebook.

7. Obligations of Customers and Rights of the Company**7.1 Obligations of Customers**

- A. Alterations: The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities; and the customer agrees to pay the Company's current charges for such changes.
- B. Inside Wire: The installation and maintenance of inside wire on the customer's side of the demarcation point is the responsibility of the customer.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

7. Obligations of Customers and Rights of the Company (Cont'd)

7.1 Obligations of Customers (Cont'd)

- C. Maintenance and Repairs: All ordinary expense of maintenance and repair of regulated facilities and services on the Company's side of the demarcation point, unless otherwise specified in this Guidebook is borne by the Company. The customer agrees to take good care of the equipment and facilities connected therewith. In case of damage to or destruction of any of the Company's equipment and facilities, not due to ordinary wear and tear the customer is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the customer.
- D. Rearrangements and Installation of Equipment: Customers may not install, rearrange, disconnect or remove or permit others to install, rearrange, disconnect or remove any apparatus associated with the Company facilities, except upon the written consent of the Company or as provided for by this Guidebook. In case any such unauthorized rearrangement, removal, connection is made, the Company may rearrange the network interface(s) to a demarcation point at the minimum point of entry (MPOE). The charges specified in the "Service Charges, Connections, Moves and Changes" paragraph of this Guidebook may apply.
- E. Use of Commercial Power for Operation of Equipment or Facilities: Unless specifically provided otherwise in this Guidebook, when commercial power is used for the operation of 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.

7.2 Rights of the Company

- A. Work Performed on an Overtime Basis: The charges specified in this Guidebook contemplate work being performed during normal work times and at the normal scheduled interval. If the customer requests work be done on an overtime basis the additional charges specified in the Service Charges-Connections, Moves and Changes paragraph of this Guidebook will apply.
- B. Work Interruption: The charges specified in this Guidebook do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
- C. Ownership Equipment and lines on customers' premises, furnished by the Company, shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, and lines or for the purpose of making collections from coin telephone instruments and upon termination of the service, for the purpose of removing such equipment and lines.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

7. Obligations of Customers and Rights of the Company (Cont'd)
- 7.2 Rights of the Company (Cont'd)
- D. An application for service or the assumption of existing service shall constitute the granting of an easement and license to the Company to enter upon and into the customer's premises for installation, maintenance, inspection and removal of Company equipment and facilities. The Company may require the grant to it of a specific easement appropriate to the installation or continuation of service. The customer shall provide necessary space for Company equipment and facilities installed on the customer's premises and without cost to the Company so long as such equipment and facilities may be used or is useful in providing any customer service.
 - E. Customers' Use of Equipment for Display Purposes--The Company reserves all rights with respect to use of items furnished or owned by it for display of advertising and the customer shall not so display advertising or permit such display except upon the approval of the Company.
 - F. Impairment of Telephone Service--When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities, equipment and rearrangement, and/or to require the customer to attend properly the equipment and facilities, as may be necessary in the judgment of the Company, to remove the cause of said impairment, or if the requirement is refused or will not remedy the situation, to take action to discontinue service completely after furnishing five days written notice to the customer. In such instances where property or life is endangered, the Company shall have the right to disconnect service without notice to the customer.
 - G. Abandonment of Telephone Service--The Company may discontinue service which has been abandoned or which appears to have been abandoned. The customer shall be responsible for all charges for service incurred at such location prior to the actual discontinuance of service.
 - H. Abuse of Telephone Service--The Company may after furnishing notice to the customer discontinue service which is used:
 - 1. In such a way that interferes with reasonable service to other telephone customers
 - 2. For any purpose other than a means of communication
 - 3. To communicate profane or obscene language
 - 4. For a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another
 - 5. In any fraudulent or unlawful manner
 - 6. In a manner which violates any of the lawful regulations of the Company
 - 7. To obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.
- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

7. Obligations of Customers and Rights of the Company (Cont'd)
- 7.2 Rights of the Company (Cont'd)
- I. 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 the "Service Charges-Connections, Moves and Changes" paragraph of this Guidebook for each service call made to his premises or the premises of any other customer by reasons of the use of such attachment or connection with facilities of the Company.
- J. Protective Equipment--When a hazardous electrical environment is present at a customer's premises, protective equipment is required when the estimated rise in ground potential is sufficient to cause damage to 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 Service Arrangements" paragraph of this Guidebook and special charges will apply.
- Neutralizing transformers, isolating transformers, drainage coils and other special protective equipment for use in providing service to customer's premises where there are high ground potentials, even though not required by the preceding paragraph, may be provided by the customer subject to Company specifications or in accordance with the "Special Service Arrangements" paragraph of this Guidebook and special charges will apply.
- K. The customer agrees to work in a cooperative and timely manner with the Company in all matters, including acquiring reasonable access to the customer's premises, or alternate premises for an STS communications system(s), if any. This includes timely right-of-way and facility provision.
8. Liability of the Company
- 8.1 Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the Company or its employees.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)**8. Liability of the Company (Cont'd)**

- 8.2 Delays or Interruption of Service--The customer assumes all risk for damages arising out of delays in installation of service or facilities, mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment or facilities furnished by the Company or arising out of failure of the Company to maintain proper standards of maintenance of operations or to exercise reasonable supervision, except as follows:

If service is interrupted by causes other than the negligence or unlawful act of the customer an allowance at the rate for that portion of the customer's service affected by the interruption shall be made upon request for the time such interruption continues after the fact is reported by the customer or after detected by the Company if the interruption is for more than 24 hours. The allowance shall be equal to 1/30th of the monthly service charges for the first full 24 hour period and for each succeeding 24 hour period or fraction thereof. Except as specifically authorized in the Service Guarantees paragraph following, no other liability shall in any way attach to the Company in consideration of such delays or interruptions. The Company will not be responsible for any loss or damage, nor for any impairment or failure of service arising from or in connection with the use of customer-owned facilities or equipment.

- 8.3 Indemnification--The customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the Company's equipment, facilities and associated wiring on the customer's premises and further, the customer indemnifies and saves harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

8. Liability of the Company (Cont'd)

- 8.4 The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment.

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

9. Transfer of Contracts

- 9.1 A customer, upon written request to and written approval by the Company, may transfer his contract(s) to another party at the same location when the new party agrees in writing to assume all obligations of the customer under the existing contract(s), including the obligation to pay all charges for services rendered under such existing contract(s), including any accrued or any accruing termination liabilities.
- 9.2 A customer's service contracts shall not be approved for transfer or transferred if the proposed transferee does not assume the existing contract(s) and all obligations, vested or contingent, of the customer thereunder.
- 9.3 Where an applicant seeking transfer of existing service cannot obtain the written consent of the existing customer, or upon obtaining such consent, fails or refuses to assume the existing contract(s) and obligations vested and contingent thereunder within a reasonable time, or fails or refuses to post such deposit for service or contract liability performance as the Company may require said applicant, shall not be approved as a transferee. Such an applicant for service shall be entitled to apply for service as any original applicant for service. Such applications shall be processed by the Company in the usual manner.
- 9.4 When a contract is transferred, as specified above, a service charge of \$7.25 will apply for residence and \$24.75 for business.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

Guidebook**SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)**

10. Termination of Contracts

10.1 General Provisions

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

10.2 Cancellation of Application for Services

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

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SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

10. Termination of Contracts

10.3 Termination of Contracts During Minimum Terms

- A. Service and Equipment--Contracts may be terminated before expiration of the minimum term, under the following conditions:
1. On payment of all charges for service rendered--If, in the opinion of the Company, the premises has been substantially destroyed from causes beyond the control of the customer, the customer has up to two months from date of destruction to decide to:
 - Terminate contract. The customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement.
 - Continue same service subject to the availability of equipment. The same service is installed without Installation Charges or Service Charges. Upon completion of installation of the same type of service, the period of time the customer was out-of-service is added to the expiration date of the existing contract term.
 - Change service. If the service is changed, the customer's existing contract is terminated and the customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement and a new contract is issued. The Service Charges will be based on the difference between the Service Charges applicable to reestablish the existing service and the Service Charges to establish the new service. If the Service Charges to establish the new service are less than the Service Charges to reestablish the existing service, no charges are applicable. The customer is required to pay all other nonrecurring charges for the new equipment.
 2. On payment of all charges for service for the minimum contractual period.

10.4 Termination of Contracts After Expiration of Minimum Term

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

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SECTION 2 - RULES AND REGULATIONS APPLYING TO ALL CUSTOMER'S CONTRACTS (Cont'd) (1)

10. Termination of Contracts (Cont'd)

10.5 Termination Agreements

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

11. Local Access Transport Areas (LATA) Boundaries

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

12. Promotions

The Company may, during limited promotional periods, offer end users special rate incentives. The Company shall notify the Director of the Public Utility Division (PUD) by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotional period. The Company shall notify the Director of the PUD fifteen (15) days prior to offering such promotions.

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SECTION 2 - SERVICE CHARGES – CONNECTIONS, MOVES AND CHANGES (1)

TABLE OF CONTENTS

	<u>Sheet</u>
1. General.....	43
2. Premises Network Charges	44
3. Priority Service	45

(1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - SERVICE CHARGES – CONNECTIONS, MOVES AND CHANGES (1)

1. General
 - 1.1 The charges specified in this paragraph for the establishment, maintenance, move or change of service contemplate work being performed by the Company employees involved at a time when overtime wages do not apply.
 - 1.2 If the customer requests that his service be established, maintained, moved or changed at hours of the day or days of the week (other than normal work hours or days), or on holidays, when overtime wages apply, a charge based on the additional costs will apply in addition to any other applicable charges. This service is subject to the availability of resources.
 - 1.3 The Service Charge is a nonrecurring charge associated with a given service or item of equipment which applies on a per item basis each time the service or item of equipment is provided. The Service Charges, where applicable, are specified in the Part 3 of the Guidebook for each service or item of equipment.
 - 1.4 Service Charges are in addition to other rates and charges as specified in the Guidebook and are not in lieu of Private Line charges.
 - 1.5 For regulations covering the payment of Service Charges, see the "Rules and Regulations Applying to All Customers' Contracts" paragraph This Section.
 - 1.6 Service Charges do not apply to:
 - A. Service re-established, within the same exchange, after the destruction or partial destruction of the customer's premises by means beyond the control of the customer whether at the same or another location. However, if service is established at a new location and the customer later moves back to the old location, the Service Charges are applied in connection with the re-establishment of service at the old location.
 - B. Moves or changes required for the proper maintenance of the equipment or service.
 - C. Orders issued for record purposes only, except for transfer of contract where there is a change of name and interest, change in main listing or change to add or omit address on existing service.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.

SECTION 2 - SERVICE CHARGES – CONNECTIONS, MOVES AND CHANGES (Cont'd) (1)

1. General (Cont'd)

1.7 No distinction is made between the "New Installation or Connection" and an "Outside Move". All changes in location of customer's equipment or service from one premises to another, except as otherwise provided in this paragraph, are treated as new service connections with Service Charges applying.

2. Premises Network Charges

2.1 Application of Premises Network Charges

- A. The Premises Network Charge applies for work performed at the customer's premises and on the Company side of the demarcation point.
- B. See the Rules and Regulations Applying To All Customers' Contracts paragraph of this Guidebook for a description of the location of demarcation point.
- C. Premises Network Charges will apply for the move of a network interface, moving a Protector and/or Aerial or Buried Drop for existing service.
- D. Other charges may apply to reflect additional material or contract labor charges incurred by the Company.

2.2 A maintenance of service charge will apply in those instances where the Company makes a repair visit to the customer's premises and the service difficulty or trouble is on the customer's side of the demarcation point.

2.3. Holidays subject to Schedule III Charges are:

New Years Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Day after Thanksgiving
Memorial Day	Veteran's Day	Christmas Day

2.4 Charges

	<u>Premises Network Charges</u>		
	Schedule I (2)	Schedule II (3)	Schedule III (4)
Initial 15 minutes or fraction thereof	\$36.25	\$42.00	\$47.75
Each additional 15 minutes or fraction thereof	13.75	16.50	19.25

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Tariff. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.
- (2) Schedule I is applicable to work performed Monday through Friday, between 8:00 AM and 5:00 PM.
- (3) Schedule II is applicable to work performed Monday through Friday at hours other than Schedule I and all day Saturday, for other than Company reasons.
- (4) Schedule III is applicable to work performed on Sundays and holidays shown in 1.8.C, for other than Company reasons.

SECTION 2 - SERVICE CHARGES – CONNECTIONS, MOVES AND CHANGES (Cont'd) (1)

3. Priority Service

3.1 Priority Service is an optional service, providing flexible scheduling of installation dates for residence and business customers requesting service not requiring special engineering or design. Priority Service is subject to the availability of the work force and facilities. The optional priority services are:

- A. Expedited Service - work performed by telephone company employees on a reduced interval basis Monday through Saturday for other than company reasons. A reduced interval is any date that is less than the normal interval as determined by the telephone company.
- B. Saturday Service - work performed by telephone company employees on Saturday for other than company reasons and when the Expedited Service charge is not applicable.

3.2. Rates - apply in addition to any other applicable service connection charges.

A. Expedited Service

	<u>USOC</u>	<u>Service Charge</u>
Residence, per line	EOD	\$45.00
Business, per line	EOD	90.00

B. Saturday Service

Residence, per line	EODPX	35.00
Business, per line	EODPX	75.00

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SECTION 2 - SPECIAL SERVICE ARRANGEMENTS (1)

1. General

Special Service Arrangements consist of modifications of standard equipment, special equipment or service arrangements for which provision is not otherwise made in this Guidebook. They will be furnished, when practicable, by the Company at charges equivalent to the estimated cost of furnishing such equipment and arrangements if in connection with and not detrimental to any of the services furnished under the Company's Tariffs or Guidebook.

2. Rates

- 2.1 Rates for Special Service Arrangements are equivalent to the estimated costs of furnishing the special arrangement.
- 2.2 Estimated cost consists of an estimate of the total cost to the Company in providing the Special Service Arrangement including:
 - A. Cost of maintenance.
 - B. Cost of operation.
 - C. Depreciation on the estimated cost installed of any facilities used to provide the Special Service Arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
 - D. General administration expenses, including taxes on the basis of average charges for these items.
 - E. Any other item of expenses associated with the particular situation.
 - F. An amount, computed on the estimated cost installed of the facilities used to provide the Special Service Arrangement, for return on investment.
- 2.3 Estimated cost installed mentioned above includes cost of equipment and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and other items which are chargeable to the capital accounts.
- 2.4 In computing the rates for Special Service Arrangements, one of three rate treatments is used: (1) monthly rental and termination agreement with or without an installation charge; (2) monthly rental with an installation charge; (3) installation charge only.

- (1) Services provided in this Section were formerly provided by AT&T Corp, d/b/a AT&T Advanced Solutions under the Oklahoma General Guidebook. These services are obsolete and are only provided to customers who subscribed to them prior to June 30, 2003.