

TARIFF DISTRIBUTION

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A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment And Furnishing Of Service

A2.3.1 Availability Of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this Guidebook provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the terms and conditions as set forth in Section A5. "Charges Applicable Under Special Conditions", except as otherwise specified.
- D. The economical operation of the telephone business, for the benefit of the whole body of rate payers and to the business itself may require changes in wire center and base rate area boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of the approved methods of applying charges and the customer will be informed of any increase or decrease in their rates prior to the time of the change.
- E. The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)

A2.3.2 Flat, Measured And Message Rate Service

- A. When Flat, Standard Measured, Low-Use Measured, Local Optional Service Option B or Message Rate Services are offered in an area, an applicant may, at his option, select either type of service or combination of services for the applicant's private residence location.

An applicant at a business location may select either Flat, Standard or Low-Use Measured, or Local Optional Service Option B or Message Rate Service when they are available in the exchange. However, a combination of these different types of services will not be furnished to the same subscriber at the same business location. Different applicants at the same business location, even in the same office, may each subscribe to a different type of service as long as each applicant has a different account and the applicants do not share a communication or other key-type system. The exceptions to the mixing restrictions for business locations are listed following:

1. To hotel and hospital premises where Flat Rate Service may be furnished for the exclusive use of the hotel or hospital management, in addition to the Measured, Local Optional Service Option B or Message Rate Service ordinarily provided in guests' or patients' rooms and lobbies. Flat Rate Service may be provided in guest or patient rooms, in lieu of Measured, Local Optional Service Option B, or Message Rate Service, in addition to Flat Rate Service for management use in hotels and hospitals. Regardless of the type of service the hotel or hospital subscribes to, a guest or patient using the station or room as a place of residence may subscribe individually to any type of service (Flat, Measured, Message Rate or Local Optional Service Option B) which may otherwise be available to residence subscribers;
2. To premises where semipublic or public telephones may properly be located;
3. To a flat or measured rate Foreign Exchange line which is switched at a location outside the basic local calling area of the normal serving exchange;
4. To premises where Back-Up Line service may properly be located with flat rate primary line service;
5. To premises where toll terminals are located;
6. To premises where Flat Rate Service is used for voice transmission and usage service is used for the following purposes:
 - a. For contingency or temporary use during service outages of the main communication system only and the usage lines are not part of the primary voice system at that location;
 - b. For fax machines only and the usage lines are not part of the primary voice system at that location;
 - c. For computer data communications only and the usage lines are not part of the primary voice system at that location.

An exception shall also apply for premises where usage service is used for voice transmission and Flat Rate Service is used for the same purposes stated above;
7. To premises where Flat Rate Service is used for voice transmission and the customer subscribes to a service for which the Company requires usage rated network access such as, but not limited to, MegaLink service and LightGate service.
8. To premises where Local Optional Service or Local Optional Service Option B lines are being used and the subscriber wants to add BellSouth Business Plus Service lines to that same location. An exception would also be allowed for premises where BellSouth Business Plus Service lines are being used and the subscriber wants to add Local Optional Service or Local Optional Service Option B lines at that same location. All of these services are considered to be measured or usage sensitive services.

B2. TERMS AND CONDITIONS

B2.1 Undertaking Of The Company (Cont'd)

B2.1.3 Liability (Cont'd)

H. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this Guidebook. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

I. Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

J. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual dates, such as the Year 2000, shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

K. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

(M)

B2. TERMS AND CONDITIONS

B2.1 Undertaking Of The Company (Cont'd)

B2.1.4 Provision Of Facilities

- (T)
- A.** The Company or the Company and other carriers will provide all facilities necessary for private line service to the demarcation point at a customer premises, except that, the customer or authorized user may provide his own terminal equipment or communications systems for use with such service as specified in 1. through 5. following, or as otherwise specified hereinafter. The equipment specified in this Guidebook will be provided only for use on channels provided by the Company. (M1)
1. When a private line is used for voice communications for the purpose of remote operation of mobile radiotelephone systems, it is contemplated that the customer or authorized user shall provide all station apparatus for such use, except as specifically provided elsewhere in this Guidebook. (M1)
 2. Where the customer or authorized user provides his own communications system, or terminal equipment the customer or user, except as provided in B2.1.4.A.2.a. and B2.6 following, shall provide all station apparatus and associated channels which are a part of the system and which are located on the same customer's premises as the system. (M1)
 - a. Where excess facilities are available, i.e., facilities beyond the identifiable needs of the Company's exchange plant requirements, the Company will provide on-premises channels to connect customer-provided equipment. No new Intra-system channels will be provided except where facilities already exist. (M1)
 3. When a private line is used for teletypewriter transmission, the teletypewriter equipment may be provided by the customer or authorized user. On a given private line at a given premises all such equipment must be provided by
 - a. the Company or (M1)
 - b. the customer or authorized user. Such equipment must operate at a line signaling speed not to exceed that specified for the channel facilities furnished. (M1)
 4. When a private line is used for data transmission which requires terminal equipment (data sets) as specified in B3.2.2 and B3.3.2 following, such data sets may be provided by the customer or authorized user and/or the Company at the option of the customer, except that the Company shall furnish all data sets, located in the Company's central offices. Where the customer or authorized user elects to provide his own data set(s) on a given private line, it shall be the responsibility of the customer or authorized user to ensure the continuing compatibility of such data set(s) with the facilities furnished by the Company. (M1)
 5. When a private line is used for transmission purposes other than voice and teletypewriter except as specified in B2.1.4.A.1., 2. and 3. preceding, it is contemplated that the customer or authorized user will provide the station equipment for such other purposes; however, at the request of the customer, the Company will provide teletypewriter station equipment subject to the provisions in B2.1.4.A.3. preceding for use in connection with services for data transmission, for remote metering, supervisory control and miscellaneous signaling purposes.
- B.** The Company undertakes to maintain and repair the facilities which it furnishes. The customer or authorized user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company except upon the written consent of the Company. (M2)
- C.** The Service Installation Guarantee, as set forth in B2.4.17 following, is applicable to specified services offered in this Guidebook. The Service Installation Guarantee is applied on a per circuit basis for Private Line services. (M2)
- The following list identifies some of the individual Private Line services which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in B2.4.17 following: (M2)
- | | | |
|------------------------------------|-----------------------------------|------|
| MegaLink Channel Service | SynchroNet Service | (M2) |
| MegaLink ISDN Service ¹ | Voice Grade Service (Series 2000) | (M2) |
| MegaLink Service | | (M2) |
- Other services eligible for credit of nonrecurring charges under Service Installation Guarantee provisions are noted in their respective sections. (M2)
- The following service(s)/service element are not eligible for such credit: (M2)
- | | | |
|------------------------|--|------|
| Custom Network Service | | (M2) |
| FlexServ Service | | (M2) |
- D.** The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)

M1 Material appearing on this page previously appeared on page(s) 2 of this section.

M2 Material appearing on this page previously appeared on page(s) 3 of this section.

B2. TERMS AND CONDITIONS

B2.1 Undertaking Of The Company (Cont'd)

(M)

B2.1.5 Reserved For Future Use

B2.1.6 Work Performed Outside Regular Working Hours

The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the customer. If, at the request of the customer, work is performed outside of regular working hours, either to meet his convenience or because the time allowed is insufficient to permit completion during regular hours or if the customer interrupts work which has begun, the customer may be required to pay any additional costs incurred.

B2.1.7 Obligation Of The Company To Furnish Service

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of these facilities required incident to the furnishing and maintenance of that service.
- B. The Company shall satisfy requests for telecommunications services except in the following situations:
 1. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the service; or
 2. Where an exchange has met the criteria for sunset pursuant to LPSC's General Order dated July 22, 2009 on Carrier Of Last Resort (COLR) in Docket No. R-30480 or in General Order dated December 31, 2013 in Docket No. R-31839. These exchanges are noted in Section A3.6.4 of the General Exchange Guidebook and/or General Subscriber Services Tariff; or
 3. Where otherwise noted in this Guidebook.

B2.1.8 Provision Of Company-Provided Grandfathered Equipment

Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

B2.1.9 Telecommunications Service Priority (TSP) System

- A. Service Description
 1. The Telecommunications Service Priority (TSP) System is a structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. The TSP System was developed to support the requirements of the U. S. Government and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.
 2. Conditions of emergency or crises that cause invocation of NSEP treatment can only be declared by authorized officials of the Federal Government or other officials (Federal or non-Federal) specified by the Director, Office of Emergency Communications (OEC) on behalf of the Executive Office of the President of the United States.

Note 1: MegaLink ISDN service obsolete 9-13-96. (See Section B107.)