

TARIFF DISTRIBUTION

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PURPOSE: Service Availability (MS State Access Tariff)

TARIFF SECTION

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E2. GENERAL REGULATIONS

E2.1 Undertaking Of The Company (Cont'd)

E2.1.3 Liability (Cont'd)

K. Transmission of Data

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.

L. 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.

M. 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.

E2.1.4 Provision Of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this Tariff at rates and charges specified therein.

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

E2.1.5 Installation And Termination Of Services

The Access services provided under this Tariff (a) will include any entrance cable or drop wiring and wire or intrabuilding network cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (b) will be installed by the Company to such point of termination. Each access service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer. The Point of Termination is an inherent part of BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services, therefore, the preceding does not preclude the customer's ability to have each Point of Termination moved as set forth in Section 6.7 and Section E7 of this intrastate Tariff for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services, respectively.

E2.1.6 Maintenance Of Services

The services provided under this Tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company other than by connection or disconnection to any interface means used, except with the written consent of the Company.

E2.1.7 Changes And Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b) the Company may, where such action is reasonably required in the operation of its business:

A. Substitute, change or rearrange any facilities used in providing service under this Tariff, including but not limited to:

1. Substitution of different metallic facilities,
2. Substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and
3. Substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,

B. Change minimum protection criteria,

C. Change operating or maintenance characteristics of facilities, or,

D. Change operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 6 of Tariff FCC No. 1 and Section E7 of this intrastate Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.