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 TELECOMMUNICATIONS
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ACCESS SERVICES TARIFF

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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 (Cont'd)

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

L. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damages resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate 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 IC 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 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 location of minimum penetration inside of the IC terminal location or End User premises and, (b) will be installed by the Company to such point of termination. This point of termination is defined as the Point of Interface at the IC terminal location and the Network Interface at the End User premises.

E2.1.6 Maintenance of Services

The services provided under this Tariff shall be maintained by the Company. The IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company except with the written consent of the Company. The IC shall maintain all facilities provided by it. The Company shall not be responsible to end users for end-to-end service of which the services provided under this Tariff are part.

E2.1.7 Changes and Substitutions

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 operation 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 IC 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 IC will be given adequate notice in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

(M)

Material previously appearing on this page now appears on page(s) 3.1 of this section.

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E2. GENERAL REGULATIONS

E2.1 Undertaking of the Company (Cont'd)

E2.1.8 Refusal and Discontinuance of Service

(M1)

- A.** Unless the provisions of E2.2.2.B following apply, if the IC or End User fails to comply with the provisions of this Tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on ten (10) calendar days written notice of noncompliance by Certified Mail or Overnight Delivery, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the ten (10) day notice, and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
- B.** Unless the provisions of E2.2.2.B following apply, if the IC or End User fails to comply with the provisions of this Tariff, including any payments to be made by it on the dates and times herein specified, the Company may, on twenty (20) calendar days written notice by Certified Mail or Overnight Delivery, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the twenty (20) days notice, and the IC's or End User's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice. (M2)
- C.** In addition to and not in limitation of the provisions of E2.1.8.B. preceding, unless the provisions of E2.2.2.B. or E2.5. following apply, if a customer fails to comply with E2.4.1.A. or with E2.4.1.B.3. following, including any payment to be made by it on the dates and times herein specified, the Company may take actions specified in E2.1.8.B. on fifteen (15) calendar days written notice, such notice period to start the day after the notice is rendered by Certified Mail or Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either: (M2)
1. The Company has within seven (7) business days of the subject bill date: (M2)
 - a. Mailed via the United States Postal Service (USPS) to the customer the subject bill in paper or CDROM form, or (M2)
 - b. Overnight service delivered to the customer the subject bill in Magnetic Tape form, or (M2)
 - c. Electronically Transmitted to the customer the subject bill. (M2)

The Company will maintain records sufficient to validate the date upon which a subject bill was rendered to the customer. (M2)
 2. The Company has rendered the subject bill, using one of the media described in 1. above, to the customer more that thirty (30) calendar days before notice under this section has been rendered. (M2)
- In all other cases, the Company will provide notice pursuant to E2.1.8.B. preceding. Action will not be taken with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the applicable notice period. (M2)

M1 Material appearing on this page previously appeared on page(s) 3 of this section.

M2 Material appearing on this page previously appeared on page(s) 4 of this section.

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E2. GENERAL REGULATIONS

E2.1 Undertaking of the Company (Cont'd)

(M)

E2.1.9 Quotation Charge

A nonrecurring charge (USOC QPA) for the preparation of a quotation applies whenever an IC requests an estimate of rates and charges for any service for which the rates and charges are determined on an individual case basis prior to placing an order for service. The charge includes the costs associated with the development and preparation of the quotation. A bill for the quotation preparation will be rendered. The quotation is valid for 90 days and will identify all estimated costs associated with the provision of the facilities needed to satisfy the IC's service requirements. Within this 90 day period, if the IC orders the service as quoted and service is subsequently provided, the Quotation Charge will be credited to the IC's account. If the IC cancels the request for a quotation prior to its completion, the IC will be billed for the costs incurred, for quotation preparation, through the cancellation date.

E2.1.10 Limitation of Use of Metallic Facilities

Except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall be voice or sub-voice in nature and shall conform to the limitations set forth in E2.5.10 following. In the case of application of dc telegraph signaling systems, the IC shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

E2.1.11 Notification of Service-Affecting Activities

The Company intends to provide the IC timely notification of service-affecting activities, as set forth in E2.3.12 following.

E2.1.12 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the IC to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters that affect telecommunications services.

This includes developing plans for originating or terminating traffic associated with mass calling events directed to end users served from specific end offices. Where it is determined that such non-random calling generates problems on the Telephone Company's Common Transport network, the Telephone Company will work cooperatively with the customer to relieve the traffic congestion. Remedial measures may include isolation of the customer from the Telephone Company network in the impacted area for the duration of the problem or until the customer notifies the Telephone Company that the problem has been resolved.

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