

TARIFF DISTRIBUTION

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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.

E2.1.8 Refusal and Discontinuance of Service

- 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.