

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. Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). 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 proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

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 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 will (A) include any entrance cable or drop wiring and wire or intrabuilding 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 E7.4.5 following.

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.

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