

2.1 Scope and Availability

2.1.1 Scope

- (A) Interstate IntraLATA Toll Services (IITS) is the furnishing of those service components required for telecommunication between stations in different local service areas within the same LATA in accordance with the conditions and system of charges specified in this Guidebook. The message charges specified in this Guidebook are in payment for Interstate IntraLATA Toll Services furnished between the calling and called stations.
- (B) The Telephone Company does not undertake to transmit messages but furnishes the use of its service to its Customers for telecommunications.
- (C) The design, maintenance and operation of Interstate IntraLATA Toll Services envisions that communications will originate or terminate at a station of the associated exchange telephone service used for IITS. Connections of Customer or Other Common Carrier-provided communications systems may be made to IITS. However, the Telephone Company will not be responsible for the through transmission of signals or for the quality of transmission on such connections.

2.1.2 Availability of Service

- (A) The use and restoration of service shall be in accordance with Part 64, Subpart D, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- (B) Subject to compliance with the above mentioned rules, where a shortage of service components exists at any time either for temporary or protracted periods, the establishment of Interstate IntraLATA Toll Services shall take precedence over all other services.
- (C) Service is furnished subject to the availability of the service or service components required. The Telephone Company will (1) determine which local service areas the service will be available, (2) which service components shall be used, and (3) make modifications to those components at its option.
- (D) When connections are made to Customer or Other Common Carrier-provided communications systems at a premises where the Customer does not originate or terminate communications, the Telephone Company may require that the exchange telephone service be furnished from a Telephone Company Central Office(s) different than the Central Office(s) designated by the Telephone Company to serve that premises.
- (E) Customer equipment may be used with IITS. The Telephone Company does not provide Customer equipment under this Guidebook.
- (F) The Telephone Company is responsible for the provision of IITS from station to station. It is not responsible for the quality of transmission or signaling on the Customer's side of the interface at a Customer's premises.

2.1 Scope and Availability (Cont'd)**2.1.3 Limitations on Duration of Connections**

The Telephone Company reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.

2.1.4 Liability

- (A) In view of the fact that the Customer has exclusive control of his communications over the service furnished him by the Telephone Company, and of the other uses for which service may be furnished him by the Telephone Company, and because of the unavoidability of errors incident to the use of such services of the Telephone Company, the services furnished by the Telephone Company are subject to the terms, conditions and limitations specified in (B), (C) and (D), following.
- (B) The Telephone Company's liability, if any, for its willful misconduct is not limited by this Guidebook. With respect to any other claim or suit, by a customer or by any others, for damages associated with any aspect of the provision of service (including the failure to reach a called station), and subject to the provisions of (C) through (E), following, the Telephone Company's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- (C) The Customer indemnifies and saves the Telephone Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its service; against claims for infringement of patents arising from combining with, or using in connection with, service of the Telephone Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with service provided by the Telephone Company.
- (D) No carrier participating in this service shall be liable for any act or omission of any other carrier also participating in the service.
- (E) The services furnished by the Telephone Company, in addition to the limitations set forth in 2.1.4(A) through (D), preceding, also are subject to the following limitation: the Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Telephone Company caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Telephone Company-provided connecting arrangement).

2.1 Scope, Availability, Limitations and Liabilities (Cont'd)

2.1.4 Liability (Cont'd)

- (F) The Telephone Company is not liable for damages associated with service, channels, or equipment which it does not furnish.
- (G) The Telephone Company is not liable for damages to a premises resulting from the furnishing of IITS, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (H) The Telephone Company does not guarantee or make any warranty with respect to IITS when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to IITS provided pursuant to this Guidebook when used in an explosive atmosphere.
- (I) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Guidebook. The Telephone Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of IITS offered under this Guidebook, and will indemnify such Customer or User for any damages awarded based solely on such claims.
- (J) The Telephone Company's failure to provide or maintain service under this Guidebook shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowances for Interruptions provisions of this Guidebook.

Restoration of Service

The use and restoration of IITS will be in accordance with Part 64, Subpart D, of the Federal Communications Commission's Rules and Regulations.