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4	Original	43	Original	75.1	3 rd Revised
5	Original	44	Original	75.2	3 rd Revised
6	Original	45	Original	76	6 th Revised
7	2 nd Revised	46	Third Revised	76.1	1 st Revised
8	2nd Revised	47	Original	77	8 th Revised
9	Original	48	Original	78	1st Revised
10	2 nd Revised	49	2 nd Revised	79	4 th Revised
11	Original	50	Original	80	1st Revised
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17 *	6 th Revised	54	1st Revised	85	6th Revised
17.1	Original	55	1st Revised	86	3 rd Revised
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19	1 st Revised	56.1	6th Revised	87.1	38th Revised
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21 *	2 nd Revised	57	2 nd Revised	87.2	37 th Revised
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23	1 st Revised	60	3 rd Revised	87.3	38 th Revised
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26	Original	62.1	2 nd Revised	87.6	25 th Revised
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28	4 th Revised	63	5 th Revised	87.8	14th Revised
29	Original	63.1	1st Revised	87.9	5 th Revised
30	1 st Revised	64	1 st Revised	88	2nd Revised
31	1 st Revised	65	3 rd Revised	89	3 rd Revised
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34	5 th Revised	68	1st Revised	91	5 th Revised
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By: Leslie McLaughlin, Analyst, Regulatory Affairs

Cox Communications

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SECTION 2 – Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.3 Terms and Conditions, cont'd.

1. Cox will reserve the telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines.

Business Customers may switch class-of-service from Business to Residential, only at the expiration or termination of a commercial services agreement. Customers who switch class-of-service prior to either of the forgoing will be issued a new telephone number when the service is transferred to a Residential class-of-service. Additionally, call intercept will not be deployed to inform the caller of the new Residential service telephone number.

- 7. Service to certain Customers is provided via an Embedded Multimedia Terminal Adapter ("eMTA"). If service is provided via an eMTA, the Customer will receive an EMTA provided by Cox during installation. The eMTA works on household power and requires a battery to operate during a power outage. The battery will operate up to 24 hours in case of a power outage depending on usage. Services, including access to 9-1-1 services will not be available during outages without a battery or if the battery has been drained. The Customer may order a battery from Cox by calling the Cox customer service number or visiting a Cox retail store after telephone service is installed. Services, including access to 9-1-1 services, will also not be available during power outages if Cox is unable to place and operate its network backup power equipment due to safety concerns or other matters, such as, but not limited to, natural disasters, wildfire conditions, forced government evacuations and fuel shortages.
 - a. If the Customer ordered phone service before November 1, 2013, Cox will provide a battery and all replacements at no charge. The Customer is responsible for monitoring the battery and contacting Cox when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced.
 - b. If the Residential Customer ordered phone service on or after November 1, 2013, Cox will provide a battery upon request at the then-prevailing retail price, plus shipping if applicable. The Customer may obtain batteries from sources other than Cox if available, but the Customer is responsible for ensuring that any battery obtained from another source is compatible with the EMTA. The Customer is responsible for installation of the battery and for monitoring the battery and determining when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced.



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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

- 5. With respect to Emergency Number 911 Service:
- a. Cox shall not be liable to the Customer, or to any other person, for any damages arising out of errors, interruptions, defects, failures or malfunctions of 911 and/or E911 Service, including damages arising from errors or defects of associated equipment and data processing systems, except that the Customer shall be entitled to an allowance for interruptions as specified in this Price List.
- b. If the Customer does not purchase a battery for the eMTA or does not monitor the status of the battery and replace it when it no longer holds a charge, service, including 911 service, will not function during a household power outage. Even if customer has a battery for the eMTA, if customer only has a phone that requires electricity to operate (e.g. a cordless phone), access to 911 service will not be available during a household power outage.
- c. The Customer agrees to release, indemnify and hold Cox harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, of for any loss, damage or destruction of any property, whether owned by the Customer or others.
- d. The 911 Customer also agrees to release, indemnify and hold Cox harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, occasion or use of 911 service features and the equipment associated with it, or by an services furnished by Cox, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service, and which arise out of the negligence or other wrongful act of Cox, the 911 Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.
- e. For non-eMTA provisioned voice services and for e-MTA provisioned voices services, when the Customer purchases and maintains a battery for the eMTA, 911 service is designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services while household power is available and during outages for the period when the e-MTA battery, if applicable, is in operation.
- f. For eMTA provisioned voice services when the Customer purchases and maintains a battery for the eMTA, and for non-eMTA provisioned voice services, 911 service will not be available if there is a power outage and Cox is unable to place and operate its network backup power equipment due to safety concerns or other matters, such as, but not limited to, natural disasters, conditions, forced government evacuations, and fuel shortages.

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

8. With respect to Emergency Number 911 Service:

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g. 911 service is provided solely for the benefit of the 911 Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any company obligation toward, or any right of action on behalf of, any third person or other legal entity.

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h. 911 service will be designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services.

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i. <u>Emergency Locator Service</u>

As set forth in Section 7.4.1 of this Price List, Cox offers Business Customers an Emergency Locator Service. Cox Business Customers who order this service acknowledge and understand that the E911 database will provide accurate information to first responders and others who access the database only if the Customer assures that the information is accurate at every moment of time. Company shall have no liability for any delay, incorrect response, or any injury that Customer or any person suffers as a result of any inaccuracy in the E911 database caused by Customer's actions or failure to act. The Customer must advise the Company of E911 move, add, change, or delete information in writing within twenty-four (24) hours of the effective date of the change. Company makes no warranties, express or implied, regarding the accuracy of E911 information provided by the Customer.

It is Customer's responsibility to conduct initial and regular testing of the ability to dial 9-1-1 over Cox Business services and ensure that: 1) Customer Premises Equipment ("CPE") is compatible with Cox Business's services; 2) the PSAP is able to identify the Customer's address when a 911 call is placed from Customer's location; and, if Customer is using a PS-ALI service to provide enhanced PS/ALI functions (as described below), that 3) the PSAP is able to identify the specific location within Customer's address from where the 911 call is placed. (See Section 5, Testing 9-1-1 Call Processing for PBX Systems; NENA Technical Information Document No. 03-502, "Trunking for Private Switch 9-1-1 Service," available at www.nena.org.)

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

Without limiting the generality of the foregoing, if Customer is served by the Company through a PBX or any customer-owned or customer-controlled equipment, or Cox Business VoiceManager and Centrex then Customer shall immediately and continuously inform the Company of any and all changes to the PBX or other equipment which might impair the accuracy of the E911 database as to any users of the Company's services. Moreover, Customer shall timely inform all new and existing users of its equipment or its internal telephone systems of the limitations of E911 in such a setting and shall provide the users with instructions on how they should identify their physical location in situations in which a 911 call is placed.

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- 9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 11. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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Issued: November 24, 2020 Effective: December 3, 2020

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LOCAL EXCHANGE SERVICES

SECTION 3 – Local Exchange Service, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line, cont'd.

1. Local Line Rates & Charges, cont'd.

c. Monthly Recurring Charges - Residential

Residential Customers are offered Cox local flat rate service, Cox Voice^[1] Starter. The term "flat rate service" denotes residential service where, for a stated monthly rate, unlimited calling is allowed to all other local exchange service lines in the local calling area in which it is furnished.

	Central Florida	Gulf Coast
Cox Voice ¹ Starter		
Local Line	\$20.00	\$19.99

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d. **Reserved**

 $^{^{[1]}}$ CDT/Cox Digital Telephone rebranded as Cox Voice.

SECTION 8 - Miscellaneous Service Offerings

8.3 Residential Miscellaneous Service Offerings

8.3.2 Cox Voice[1] Premier Package

- a. The Company may monitor the Customer's toll usage subject to this plan. If the Customer uses the toll minutes under this plan for non-residential purposes, including but not limited to commercial or broadcast facsimile, resale, and telemarketing; or if the Customer's toll minutes of use in any month exceed 5,000 minutes, the Customer will be presumed to be in violation of the usage restrictions of this plan. It shall be the responsibility of the Customer to demonstrate to the Company that his or her usage is not in violation of the usage restrictions specific herein.
- b. If the Company determines that Customer has failed to demonstrate that his or her usage is not in violation of any of the usage restrictions, the Company may immediately suspend, restrict or cancel the Customer's access to toll service; or may move the Customer's toll service to a plan specified in this tariff section, and in the Customer Services Agreement (see section 7 below for interstate rate plans).
- c. For additional rates, terms, and conditions specific to interstate interLATA toll usage under this plan, refer to the Cox website at http://www.cox.com/telephone/.
- d. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may make a complaint with the consumer section at the Division of Public Utilities and Carriers.

4. Rates and Charges

Monthly Recurring Charge: \$30.00 Central Florida (I, T) \$29.99 Gulf Coast (T)

8.3.3. Cox Voice¹Economy Package

Cox also offers to existing Residential Customers currently subscribing to Cox Voice¹ service who express a desire to disconnect phone service, a package known as Cox Voice¹ Economy. Cox Voice¹ Economy is offered to Customers as a retention only service for Residential Service that includes a Residential Primary Line provisioned with Caller ID and Cox Long Distance for intra- and inter-LATA service.

Monthly Recurring Rate: **\$18.40 Central Florida** (I, T) **\$18.39 Gulf Coast** (T)

Issued: November 24, 2020

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^[1] CDT/Cox Digital Telephone rebranded as Cox Voice.

SECTION 9 - Obsolete Service Offerings

9.2 Residential Bundled Services Packages, cont'd.

2. Cox Unlimited Connection (sm) Package with Solutions, cont'd.

Rates and Charges

<u>Central Florida</u> Monthly Recurring Charge \$49.95 Non-recurring Charge

<u>Gulf Coast</u> Monthly Recurring Charge \$55.99 Non-recurring Charge

3. Unlimited Florida Calling Plan

This optional calling plan will provide Cox Residential Customers in the Central Florida market area with a competitively priced alternative to the Cox standard long distance service¹. The optional calling plan will be available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan includes one local exchange service line and unlimited statewide direct-dialed calling that originate and terminate within the state for a flat monthly rate of \$16.95. This plan is not available to customers subscribing to the Unlimited Connection or the Cox Connection 100 Service package reflected in Section 4.1 of Cox's Interexchange Service Tariff No. 1.

Cox Unlimited Florida Calling Plan is not intended for business use.

4. CDT Essential Package

The CDT Essential Package is an optional offering for Residential Customers that includes a Residential Basic Line and the CDT Essentials Pak which includes the following four (4) calling features: Busy Line Redial, Call Waiting, Call Waiting ID and Caller ID. The CDT Essential pack is available on up to two (2) lines at the same Customer location for Customers who subscribe to:

- a. One flat-rated Residential Access Line; and
- b. Cox Long Distance for both the intra- and inter-LATA toll services on that same line and the CDT Essential Feature Pak.

Monthly recurring and non-recurring charges will apply as indicated below:

Monthly Recurring Rate: **\$25.00 Central Florida \$24.99 Gulf Coast** (I, T) (T)

¹ Not regulated under this tariff.

Issued: November 24, 2020 Effective: December 3, 2020

Issued by: Leslie McLaughlin, Analyst, Regulatory Affairs

Cox Communications