

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Eighth Revised Contents Sheet 1
Cancelling Seventh Revised Contents Sheet 1
Effective: November 2, 2006

N11 SERVICES
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Contents Sheet 2
Cancelling Second Revised Contents Sheet 2
Effective: July 1, 2006

N11 SERVICES
CONTENTS

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RESERVED FOR FUTURE USE

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(M) Material formerly appearing on this sheet now appears on Seventh Revised Contents Sheet 1.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 1
Cancelling Second Revised Sheet 1
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES

- (D)
- (D)
- 1. General (T)
 - a. Enhanced Universal Emergency Number Service also referred to as Enhanced 911 or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes lines and equipment necessary for the answering, transferring, and dispatching of public emergency telephone calls originated by persons within the serving area who dial 911. (T)
 - b. Enhanced 911 Service is offered subject to availability of facilities. (T)
 - c. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling. (T)

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Embarq Florida, Inc.

By: F. B. Poag
Director

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Fourth Revised Sheet 2
Cancelling Third Revised Sheet 2
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
2. Explanation of Terms (T)
- a. ALTERNATE ROUTING (AR) - A feature provided to allow E911 calls to be routed to a designated alternate location if, (1) all E911 exchange lines to the primary PSAP (see definition below) are busy, or (2) the primary PSAP closes down for a period (night service). This is a standard feature of E911 Service. (T)
- b. ANI/ALI DISPLAY TRANSFER UNIT - A console and associated common equipment for displaying ANI and/or ALI at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions. (T)
- c. AUTOMATIC LOCATION IDENTIFICATION (ALI) - **The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information. ALI info from the DBMS also provides for an initial information load for the data base stored in customer provided equipment, as well as the equipment of other E911 Service Providers and for periodic updates to this information.** (T)
- d. AUTOMATIC NUMBER IDENTIFICATION (ANI) - **Telephone number associated with the access line from which a call originates.** (T)
(T)
- e. BACKUP PSAP VOICE GRADE SERVICE – Backup PSAP Voice Grade Service is only for use in Backup PSAPs. Voice Grade Service, as described in Section A20 of this tariff, is a channel that does not require a central office connection to communicate between specified locations. (T)

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Director

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Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 2. Explanation of Terms (Cont'd) (T)
 - f. **DATA BASE MANAGEMENT SYSTEM (DBMS)** - A system of manual procedures and computer programs used to create, store, and update the data required to provide the **Selective Routing and/or Automatic Location Identification for E911 systems.** (T)
(T)
 - g. **DEFAULT ROUTING (DR)**- A feature activated when an incoming E911 call cannot be selectively routed due to an ANI feature, garbled digits, or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. This is a standard feature of E911 Service. (T)
 - h. **END OFFICE** - The central office(s) in the E911 System which receive originating E911 calls. (T)
 - i. **ENHANCED 911 (E911) CONTROL OFFICE** - The office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard ESS Speed Calling features, call transfer capability, and certain maintenance functions for each PSAP. (T)

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 2. Explanation of Terms (Cont'd) (T)
 - j. ENHANCED 911 SERVICE AREA - The geographic area in which the customer will respond to all E911 calls and dispatch appropriate emergency assistance. (T)
 - k. FIXED TRANSFER - A feature which enables a PSAP attendant to transfer incoming E911 calls to secondary PSAPs by use of a single button on the ANI/ALI Display Transfer Unit. (T)
 - l. FORCED DISCONNECT - A function of the E911 central office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E911 exchange lines and is a standard feature of E911 Service. (T)
 - m. IDLE TONE APPLICATION - A feature which allows the PSAP attendant to distinguish between calls that have been abandoned before they are answered and calls where the calling party is unable to speak for some reason. If the caller abandoned the line before the PSAP attendant answered, a distinct tone is heard by the attendant. If the caller is still on the line but unable to speak, no tone will be heard. This is a standard feature of E911 Service. (T)

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A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

2. Explanation of Terms (Cont'd)

- n. MANUAL TRANSFER - A feature that enables the PSAP attendant to transfer an incoming call by depressing the switch hook of the associated telephone or the "add" button on the ANI/ALI Display Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code. Manual Transfer is associated with the E911 trunk unit and is a standard feature of E911 Service. (T)
- o. PUBLIC SAFETY ANSWERING POINT (PSAP) - An answering location for E911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. An additional type of PSAP is the Backup PSAP. Backup PSAPs are disaster recovery answering points which serve as a backup to the Primary PSAP and are not co-located with the Primary PSAP. PSAPs are public service agencies such as police, fire, or emergency medical or a common bureau serving a group of such entities. (T)
- p. SELECTIVE ROUTING (SR) - A feature that routes an E911 call from a central office to the designated primary PSAP based upon the identified number of the calling party. (T)
- q. SELECTIVE TRANSFER - A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire", on the ANI/ALI Display Transfer Unit. This type of transfer is only available when the SR feature is provided. (T)

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 2. Explanation of Terms (Cont'd) (T)
 - r. SERVICE CENTRAL OFFICE - The central office from which a PSAP, either primary or secondary, is served. (T)
 - s. **SERVICE PROVIDER - An entity providing one or more of the following E911 elements: network, CPE or data base service.** (N)
(N)
 - t. UNIVERSAL EMERGENCY NUMBER SERVICE - An exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls are included. (T)
 - u. UNIVERSAL EMERGENCY NUMBER SERVICE CUSTOMER - A municipality or other state or local government unit or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls, at the minimum for police and fire service. (T)
- 3. Rules and Regulations (T)
 - a. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 service will be provided within any government agency's locality. (T)

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
3. Rules and Regulations (Cont'd) (T)
- b. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other exchange telephone service as provided in other sections of this tariff. (T)
- c. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public. Residential customers whose telephone services have been temporarily denied for non-payment will continue to have access to 911 Service (outgoing service only). Service will be provided on a "where available" basis. (T)
- d. E911 Service is classified as Business Exchange Service and is arranged for 1-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis. (T)
- e. E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, constructed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer. (T)
- f. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises. (T)
- g. Terminal **equipment may** be provided by the Company for use with this service. (T)

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A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 3. Rules and Regulations (Cont'd) (T)
- h. Temporary suspension of service is not provided for any part of the E911 Service. (T)
- i. E911 information consisting of the name, address, and telephone number of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls. (T)
- j. The E911 calling party forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. (T)
- (D)
- (D)
- k. The Company's entire liability to any person for interruption or failure of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to E-911 Service during the temporary denial of a residential subscriber service for non-payment. (T)

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A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 3. Rules and Regulations (Cont'd) (T)
- l. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly. (T)
- m. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the greater of \$50.00 or an amount equivalent to the pro rata charge for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition. (T)
- n. Each customer agrees to release, indemnify, defend, and hold harmless the Company 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, or for any loss, damage or destruction of any property, whether owned by the customer or others. (T)

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 3. Rules and Regulations (Cont'd) (T)
 - o. The customer also agrees to release, indemnify, and hold harmless the Company 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 E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them. (T)
 - p. The Company's intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where E911 is offered. (T)
 - q. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction. (T)

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Director

SECTION A10
Third Revised Sheet 11
Cancelling Second Revised Sheet 11
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 3. Rules and Regulations (Cont'd) (T)
- r. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. (T)
- s. The customer must furnish the Company its agreement to the following terms and conditions: (T)

 - 1) That all E911 calls will be answered on a 24 hour day, 7 day week basis. (T)
 - 2) That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available. (T)
 - 3) That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the E911 PSAP by calling parties. (T)
 - 4) That the customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls. (T)
 - 5) That the customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming E911 lines recommended by the Company to be installed. (T)(M)
(M)

(M) Material now appearing on this sheet formerly appeared on Second Revised Sheet 12.

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Embarq Florida, Inc.

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Third Revised Sheet 12
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

3. Rules and Regulations (Cont'd)

- (D)
- (T)
- (D)
- (D)
- (M)
- (M)
- t. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Base Management System (DBMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The following terms define the customer's responsibility in providing this information. (T)
- 1) Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service. (T)

(M) Material formerly appearing on this sheet now appears on third Revised Sheet 11.

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 3. Rules and Regulations (Cont'd) (T)
 - t. (Cont'd) (T)
 - 2) After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP. (T)
 - 3) The Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify the accuracy of the police, fire and ambulance PSAP routing designations. (T)
 - 4) Changes, deletions, and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis. (T)
 - 5) The Company will furnish a written copy to the customer for verification showing each change, deletion, and addition to the master address file. (T)

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 3. Rules and Regulations (Cont'd) (T)
- t. (Cont'd) (T)
- 6) The Company will bill "911" local option fees in accordance with Chapter 365, Florida Statutes, as amended. Each customer imposing a "911" local option fee agrees to release, indemnify, defend and hold harmless the Company 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, arising out of the Company's good faith compliance with the instructions of the customer concerning the imposition, billing, collection or remittance of the "911" fee, whether or not the act of complying with the customer's instructions is deemed to be negligent. (T)
- 4. Service Features (T)
- a. E911 Service is available in five service feature offerings: (T)
- 1) Automatic Number Identification (T)
- 2) Selective Routing (T)
- 3) Automatic Number Identification and Selective Routing (T)
- 4) Automatic Number Identification and Automatic Location Identification (T)
- 5) Automatic Number Identification, Automatic Location Identification, and Selective Routing (T)
- b. The following standard features are included with each of the service offerings: (T)
- 1) Forced Disconnect (T)
- 2) Idle Tone Application (T)
- 3) Default Routing (T)
- 4) Alternate Routing (Night Service) (T)
- 5) Speed Calling (T)
- 6) Central Office Transfer Arrangements (T)

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- (D)
- 5. All Counties (T)
- a. General (T)

Enhanced Universal Emergency Number Service (E911) will be provided within the established boundaries of requesting counties subject to the rules, regulations and definitions specified in this section of the tariff.

- b. Rates (T)

The following rates are applicable for county-wide E911 Service.

- 1) Including Automatic Number Identification, Automatic Location Identification and Selective Routing (T)

<u>Service Establishment Charge</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
\$1,270/M	\$730/M	\$120/M

- 2) Including Automatic Number Identification, and Automatic Location Identification (T)

<u>Service Establishment Charge</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
\$1,270/M	\$730/M	\$ 93/M

M = 1000

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

- 5. All Counties (Cont'd) (D)
- b. Rates (Cont'd) (T)
- 3) When the Selective Routing feature is selected by the county, a testing charge of \$27 per thousand access lines and PBX trunks per month is applicable for each month of pre turn-up system testing requested by the county. (T)
- 4) Each county's Nonrecurring and Service Establishment charges are calculated at the time E911 Service is established and are based on the number of access lines and PBX trunks, per thousand, in service in the respective county. The Nonrecurring charge is applied also annually thereafter per thousand access lines and trunks added during the year. (T)
- 5) Each county's Monthly Charge is applied based on the number of access lines and PBX trunks, per thousand, that have access to that county's E911 Service. The total billed amount is subject to annual adjustment to reflect changes in the number of access lines served. (T)
- 6) The Monthly Rate provides normal maintenance 7 days a week including holidays provided trouble is reported between hours of 8 a.m. and 12 midnight. Trouble reported outside this time period will be cleared and billed on a per occasion per hour rate. (T)
- 7) Appropriate rates in this tariff and other tariffs in which the Company concurs are applicable in addition to the rates shown in A10.A.1.f.2 of this tariff. (T)

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SECTION A10
 Second Revised Sheet 20.1
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

6. Backup PSAP Voice Grade Service

a. General

- 1) Voice Grade Service, as described in Section A20 of this tariff, is a channel that does not require a central office connection to communicate between specified locations. Voice Grade Service does not require line treatment or line conditioning and may be provided as two-wire or four-wire service.
- 2) The flat rate charges for a two point Backup PSAP Voice Grade Service will be equal to one (1) channel termination charge, two-wire or four-wire, as appropriate.
- 3) Backup PSAP Voice Grade Service is only for use in Backup PSAPs

b. Rates

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>		(T)
		<u>First</u>	<u>Additional</u>	(T)
1) Backup PSAP Voice Grade Service, Per Point of Term				
Two-wire termination	\$59.00	\$270.00	\$87.00	
Four-wire termination	59.00	270.00	87.00	
	<u>Fixed Monthly Rate</u>	<u>Per Mile Monthly Charge</u>	<u>NRC</u>	
2) Interoffice Channels	\$45.00	\$1.50	\$87.00	

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2

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a. Description of Service

Wireless E911 Phase 2 is only available in combination with E911 as specified in this section of the tariff and is subject to the regulations specified herein.

In accordance with the FCC's Report and Order 94-102, Wireless E911 Phase 2 provides PSAPs with the wireless E911 caller's location and callback number (CBN) information, as specified by the FCC. The FCC has adopted specific handset-based and network-based location accuracy and reliability solutions standards for the Wireless Service Providers (WSPs).

b. General Regulations

- 1) The Company is not responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of said technologies. Only the data required and specified by the FCC in its Report and Order 94-102 will be delivered by the Company to the PSAP. This required data includes the cell site or sector location, the callback number, and the latitude/longitude of the caller. Each customer agrees that delivery, or lack of delivery, of additional data elements which may be provided by the WSP will not be the responsibility of the Company and the Company assumes no responsibility or liability for such information.
- 2) PSAPs must have all required elements of Wireless E911 Phase 1, utilizing p-ANI routing and cell site/sector location based information, in place before implementing Phase 2. This is necessary to accommodate loading of the respective p-ANIs also known as Emergency Service Routing Key/Emergency Service Routing Digit into the Company's Data Base Management System. In addition, the following requirements must be met for Phase 2 implementation:
 - a) PSAPs must order both the Company's Extended ALI Display Format and the ALI **Database for Wireless Phase 2** to accommodate the x/y data provided by Wireless E911 Phase 2 Service. See rates in 3.F. following.
 - b) WSPs must have Position Determining Entity (PDE) and a Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC) in their network.
 - c) WSPs or their designated database provider must have obtained an interface to the Company's ALI database that complies with the Company's existing operating standard. This interface will be used by the WSP to provide the Phase 2 data.

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd)

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c. Definition of Terms

1) Callback Number (CBN)

The wireless caller's 10-digit handset telephone number. The CBN is used by the PSAP to reestablish a call in the event the call was prematurely disconnected.

2) Interface

A reference point for a data path that exists between an MPC/GMLC and an ESME (the ALI database). The data that traverses the interface is made up of an Emergency Services Position Request and the response. The interface is not provided by and is not the responsibility of the Company.

3) Emergency Services Message Entity (ESME)

An entity in the emergency services network which serves as the point of interface to an MSC for common channel emergency services messaging. ESME is another term for the ALI database.

4) Enhanced MF Signaling (EMFS)

A signaling protocol for sending 10 or 20 digits of ANI from the 911 Tandem to the PSAP. EMF signaling is required when an interconnecting WSP selects Phase 2 NCAS mode without WLS911.

5) Mobile Position Center (MPC)

The interface between the wireless network and the Company's ALI database. The MPC serves as the wireless network entity which retrieves, forwards, stores, and controls position data within the wireless location network. The MPC is not provided by and is not the responsibility of the Company. Global System for Mobile (GSM) communication Gateway Mobile Location Centers (GMLCs) will be treated as MPCs by the Company.

6) Mobile Switching Center (MSC)

The wireless equivalent of a Central Office, which provides switching functions for wireless calls. The MSC is not provided by and is not the responsibility of the Company.

7) Phase 2 NCAS

In this mode the p-ANI and the CBN both are sent to the Selective Router. The trunk between the Selective Router and the PSAP must support transport of at least two 10-digit numbers.

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd)

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c) Definition of Terms (Cont'd)

8) Position Determining Entity (PDE)

The PDE determines the geographic location of a wireless handset when the wireless caller places a 911 call or while the call is in process. The PDE is not provided by and is not the responsibility of the Company.

9) Pseudo-ANI (P-ANI)

A pseudo, non-dialable telephone number assigned to a cell site or a sector of a cell site to provide location identification for wireless E911 calls.

10) WLS911

The Company solution that sends either eight or ten digits of ANI to the PSAP and dynamically updates the static cell site or sector information with the CBN as provided by the WSP. This solution when used in conjunction with a WSP's interface allows WSPs to comply with the FCC's order without requiring PSAPs to upgrade their PSAP equipment to utilize Enhanced MF signaling.

11) Wireless Service Provider (WSP)

A person or entity that provides Commercial Mobile Radio Service (CMRS). The term wireless includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or 911-like services.

12) Wireline Compatibility Mode

Occurs when the WSP sends only p-ANI to the Company E911 tandem and the PSAP receives eight or ten digits of ANI.

13) X,Y Coordinates

The latitude and longitude of the 911 wireless caller's location.

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd)

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d) Enhanced MF

Enhanced MF (EMF) is a new signaling protocol from the 911 Tandem to the PSAP. Enhanced MF accommodates either ten or 20 digits of ANI. Enhanced MF is not a requirement of Wireless Phase 2 implementation but EMF must be used by PSAPs when an interconnecting Wireless Service Provider chooses the Phase 2 NCAS Mode (as defined in J-STD-036 Annex D, Table D.1.2. and/or D.2.), without WLS911. If an interconnecting WSP chooses a Phase 2 NCAS solution without WLS911, the PSAP's equipment must be 20-digit Enhanced MF capable. The PSAP must request the Company convert them to EMF signaling when preparing to accept Phase 2 calls from a WSP utilizing Phase 2 NCAS without WLS911. Once a PSAP has been converted to 20 digit EMF Signaling the functionality of WLS911 is disabled for all WSPs serving that PSAP.

e) Wireless E911 Phase 2 Service

This service is comprised of two components, Extended ALI Display Format and ALI **Database** for Wireless Phase 2. Both components are required for implementation of this service.

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1) Extended ALI Display Format

The PSAP's Automatic Location Identification (ALI) display format must be changed to the Company's Extended ALI Display Format to accommodate the latitude and longitude, or x,y coordinates. The provision and delivery of the x,y information to the PSAP requires an interface between the ALI database and the WSP's Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC). The provisioning of the interface is the responsibility of the WSP.

2) ALI **Database** for Wireless Phase 2

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The ALI **Database** for Wireless Phase 2 enables the PSAP to query and retrieve wireless caller location information from the Company's Automatic Location Identification (ALI) database. Location information may include cell site sector location, longitude and latitude of the wireless caller's location, and the wireless caller's callback number (CBN). **This enables** the necessary interfaces, software, and databases to permit the wireless caller's location information to be populated in the Company's ALI database and/or retrieved when queried by the customer's PSAP equipment.

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Embarq Florida, Inc.

By: F. B. Poag
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd)

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f) Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>SAE Code</u>
1) Enhanced MF signaling, per PSAP	\$0.00	\$0.00	-
2) Extended ALI Display Format, per PSAP	\$3,500.00	\$0.00	-
3) ALI Database for Wireless Phase 2, per PSAP	\$0.00	\$250.00	AEMDATA (WLS)

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

8. Private Switch Database Service

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a. Description of Service

- 1) Private Switch Database Service is available to companies that use a Private Branch Exchange (PBX) or Centrex to manage their individual telephones and want to provide specific location information for each of these telephones to the Public Safety Answering Point (PSAP) responsible for responding to an emergency.
- 2) Private Switch Database Service allows a customer with a multi-line private switch to facilitate reception of either (1) Automatic Number Identification (ANI) or (2) a combination of ANI and Automatic Location Identification (ALI) information by a PSAP for emergency "9-1-1" calls originating from the location served by the customer's multi-line private switch. A private switch is customer premises equipment (CPE) at the end user customer's location.

b. General Regulations

- 1) The customer is responsible for validating address information through Master Street Access Guide (MSAG) and for coordinating with the Company to provide the National Emergency Number Association (NENA) standard format of telephone numbers and address data. The Company will allow the customer to update records no more frequently than on a daily basis. The data may originate from the customer's private switch, when technically feasible, or from a manually created list.
- 2) The Company will:
 - a) Be responsible for uploading a NENA formatted data file to its ALI database;
 - b) Hold the information in confidence and protect it in accordance with state and federal rules applicable to emergency 911 services; and
 - c) Use the information only in connection with providing emergency services to PSAPs.
- 3) The Company may immediately terminate a customer's use of Private Switch Database Service if, in the Company's sole judgment, the customer falsifies the information provided or fails to comply with any other provisions of this tariff.
- 4) The Company will only provide Private Switch Database Service where the Company is the primary 911 database provider for the PSAP serving the customer's location
- 5) The Company will provide a software package that will allow the customer to load the database information in the appropriate NENA format for transmission to the Company's data center
- 6) The Company will charge the private switch customer a monthly recurring charge for maintenance of the data in the national ALI database for delivery upon a 911 call to the PSAP.

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Embarq Florida, Inc.

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Director

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

8. Private Switch Database Service (Cont'd)

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c. Limitations

- 1) The Company offers no warranty or representation with respect to the accuracy or completeness of the Private Switch Database Service. The Company relies on its customers for all private switch information placed in the Company's database management system.
- 2) The Company does not warrant or represent that its database management system will be compatible with every type of private switch equipment. Customers who wish to provide automated updates to the Company's database management system are responsible for acquiring their own private switch equipment and for testing the compatibility of that equipment with the Company's database management system.

d. Obligations of the Customer

- 1) When implementing Private Switch Database Service, the customer must contact the Telephone Company's E-911 representative to negotiate trunking, hardware and software requirements associated with the Private Switch Database Service.
- 2) The customer will be responsible for loading address information into the Private Switch Database Service software package and transmitting that information to the Telephone Company.

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Embarq Florida, Inc.

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

8. Private Switch Database Service (Cont'd)

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e. Rates and Charges

1) Private Switch Database Service rates

	<u>Nonrecurring Charge</u>
a) Installation	
(1) Initial Installation	\$900.00
(2) Subsequent addition of Station Records	0.00
	<u>Monthly Recurring Charge</u>
b) Monthly Rate ¹	
(1) Up to 1000, per 1000 Station Records	\$100.00
(2) 1001 - 4000, per 1000 Station Records	70.00
(3) Over 4000, per 1000 Station Records	60.00

- 2) Separate charges, not specified in this section of the tariff, are applicable for network connectivity from the customer's private switch to the Company's central office facilities.
- 3) Each Private Switch Database Service customer's Installation Charge and Monthly Rate is calculated at the time Private Switch Database Service is established and is based on the number of station records in service for the customer. The total number of station records are audited annually by the Telephone Company and applied to the account.

¹ The Monthly Rate is calculated based on the total number of station records submitted by the customer at installation or at the time of the annual audit. For example, 900 station records = \$100 MRC; 3900 station records = \$70 X 4 = \$280 MRC; 4500 station records = \$60 X 5 = \$300 MRC.

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service

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a. Description of Service

- 1) The Company offers Reverse Notification Telephone Number Database Service (Reverse Database Service) to support the ability of Public Safety Answering Points (PSAPs) to make broadcast notification calls to areas under their jurisdiction in the event of emergencies.

b. General Regulations

- 1) Reverse Database Service is offered solely for the purpose of permitting PSAPs to make broadcast notifications to particular geographic areas and associated local telephone numbers in the event of emergencies. PSAPs ordering Reverse Database Service must provide the Company with written certification of their authority to make public emergency notifications.
- 2) PSAPs may not use Reverse Database Service information in connection with E911 Emergency Reporting Services.
- 3) PSAPs subscribing to Reverse Database Service will receive CD-ROM downloads of information from the Company's Automatic Location Indicator (ALI) database. The Company will provide ten-digit telephone numbers **and** associated **addresses**, to the extent that information is present in the Company's ALI database. (T)
- 4) Reverse Database Service will include ALI information obtained by the Company from other local exchange carriers serving a PSAP's jurisdiction, when there are multiple local exchange carriers in a PSAP's jurisdiction. Reverse Database Service will include ALI information obtained from customers who operate private switches and have requested that carriers maintain appropriate information in the carrier's ALI database.
- 5) The Company will provide Reverse Database Service only for the jurisdictional area where a PSAP is authorized to provide emergency services. PSAPs will not be able to obtain foreign listings, foreign exchange cross-listings, foreign central office subscriptions, and multiple listings through Reverse Database Service.

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service (Cont'd)

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b. General Regulations (Cont'd)

6) The Company considers all information provided to a PSAP under Reverse Database Service to be confidential and proprietary. Information received through Reverse Database Service may contain **the addresses** and telephone numbers of individuals whose listings are not published in directories and/or are not listed in directory assistance databases. The PSAP must:

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a) Hold all Reverse Database Service information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information;

b) Restrict disclosure of the information solely to those PSAP employees and/or agents with a need to know and not disclose or resell such information to any other parties;

c) Use the information only when delivering broadcast notifications of emergencies; and

d) Notify the Company immediately of any confirmed or suspected misuse of Reverse Database Service information.

7) The PSAP represents and warrants that it will use information received through Reverse Database Service only in emergency situations. A PSAP may not access, use, import, export, copy, print, distribute or release information for any purpose other than what is necessary to make outbound telephone emergency notifications.

8) The Company may immediately terminate a PSAP's use of Reverse Database Service and demand the return of all Reverse Database Service information furnished to the PSAP if, in the Company's judgment, the PSAP misuses the information provided or fails to comply with any other provision of this tariff.

9) A PSAP's modification, merger or enhancement of information received through the Reverse Database Service will not relieve the PSAP from any provision of this tariff.

GENERAL EXCHANGE TARIFF

Embargo Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.11
Cancelling First Revised Sheet 69.11
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service (Cont'd)

(T)

c. Limitations

- 1) The Company offers no warranty or representation with respect to the accuracy or completeness of the Reverse Database Service. The Company may rely on other local exchange carriers or private switch customers for certain information used in the Reverse Database Service.
- 2) The Company does not warrant or represent that the Reverse Database Service will be compatible with every type of reverse notification equipment. PSAPs are responsible for acquiring their own broadcast notification equipment and for testing the compatibility of that equipment with the Reverse Database Service.
- 3) By offering Reverse Database Service, the Company makes no warranties or representations for the operation of customer's broadcast notification equipment or for the availability or performance of any telephone network facilities, including the Company's facilities, during a broadcast notification.

d. Liability of the Company

- 1) By subscribing to Reverse Database Service, a PSAP agrees to hold harmless and indemnify the Company, along with its employees, directors, officers, agents, and subcontractors, from and against all claims or suits arising out of or resulting from the provision of Reverse Database Service, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the file or the use of such information by the PSAP or its agents.
- 2) To the extent that the PSAP claims sovereign immunity or other statutory limitations against third party claims, the PSAP will extend that same protection to the Company in connection with the PSAP's use of the Reverse Database Service.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
 Director

SECTION A10
 Second Revised Sheet 69.12
 Cancelling First Revised Sheet 69.12
 Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service (Cont'd) (T)

e. Rates and Charges

1) PSAPs can purchase Reverse Database Service in the following formats:

- a) One-time **update** – a nonrecurring charge is applicable per occasion. (T)
- b) Monthly **update** – A recurring charge per month is applicable. The service is only offered on a 12 month minimum basis. If service is terminated prior to the 12 months, the monthly charge is applicable for the full 12 months.. (T)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
2) Reverse Database Service,		
a) One-time update (CD-ROM)	\$1,200.00	\$ 0.00
b) Monthly update (CD-ROM) 12 Month Term	0.00	500.00

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 70
Cancelling Original Sheet 70
Effective: July 14, 2001

N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS)

1. General

- a. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all certified Telecommunications Relay Services entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commissions (FCC) in CC Docket 92-105, the FCC assigned 711 dialing code for nationwide access to Telecommunications Relay Services (TRS) entities, to be implemented not later than October 1, 2001.
- b. 711 is available the Company within the Company's service area only. To provide access to 711 to end users in another company service area or to a Competitive Local Exchange Carrier (CLECs) end users within the local calling area, the TRS entity must make appropriate arrangements with the other company or CLEC serving that territory. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.
- c. This service is subject to the availability of the 711 dialing code.
- d. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- e. Limitations and use of service are as stated in Section A2 of this Tariff.
- f. Directory Listings may be provided for 711 at rates and regulations as specified in Section A6 of this Tariff.
- g. Access to 711 is not available to the following classes of service:
 - Hotel/Motel/Hospital Service (toll call only)
 - 1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular - Type 2AIn addition, operator assisted calls to 711 will not be completed.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 71
Cancelling Original Sheet 71
Effective: July 14, 2001

N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

2. Obligations of the TRS Entity

- a. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is affected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the telecommunications relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- b. The TRS entity should work separately with wireless companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- c. The TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- d. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
 - 1) An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the TRS entity. The term "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 72
Cancelling Original Sheet 72
Effective: July 14, 2001

N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

2. Obligations of the TRS Entity (Cont'd)

- e. The 711 Dialing Code will be provided by the Company to the TRS entity under the following conditions:
- 1) For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and the expected holding time for each call to the 711 dialing code.
 - 2) The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone facilities.
 - 3) The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
- f. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply:
- 1) The TRS entity will provide announcements. The company will provide only the delivery of the call.
 - 2) The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
 - 3) The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
 - 4) The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 73
Cancelling Original Sheet 73
Effective: July 14, 2001

N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

3. Obligations of the Company

- a. Once the 711 Dialing Code has been assigned and the subscriber has provided the Company the appropriate toll free number, implementation of the 711 Dialing Code will begin on or after July 16, 2001. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment.

- b. When a 711 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 711 Service call, the quality of the call or any features that otherwise may be provided with 711 dialing service.

4. Obligations of the Competitive Local Exchange Carrier (CLEC)

- a. In those instances where a CLEC provides the 711 dialing code to its end user within the local calling area, terms and conditions for 711 dialing code are as defined in the appropriate Interconnection Agreement.
- 1) For purposes of providing a CLEC end user access to the TRS entity within the local calling area, appropriate arrangements must be made by the CLEC with the TRS entity serving the local calling area.
 - 2) A CLEC may negotiate the provision of directory listing as defined in the Interconnection Agreement.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 74
Cancelling Original Sheet 74
Effective: July 14, 2001

N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

5. Liability

- a. The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the TRS entity utilized, directly or indirectly, with the 711 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the TRS entity is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.
- b. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the 711 dialing code. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
- c. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- d. The Company may take all legal and practical steps to disassociate itself from the TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 75
Cancelling Original Sheet 75
Effective: July 14, 2001

N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

5. Liability (Cont'd)

- e. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

6. Other Terms and Conditions

- a. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- b. The 711 Dialing Code is provided where facilities permit.
- c. The 711 Service will not provide calling number information in real time to the TRS entity. If this type of information is required, the TRS entity must subscribe to compatible Caller ID Service as described in Section A13 of this Tariff.
- d. The 711 Service is provided solely for the benefit of the TRS entity. The provision of the 711 Service by the Company shall not be interpreted, constructed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the TRS entity.

7. Rates and Charges

- a. The 711 Service is ordered by the FCC to be provided without charge. Therefore, there are no rates or charges for the 711 Service.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 76
Cancelling First Revised Sheet 76
Effective: September 2, 2003

N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES

1. General

- a. The 211 Dialing Code ("211") is a three-digit local dialing arrangement for local access to community information and referral services as a toll free call. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the Florida Public Service Commission (FPSC) assigned the 211 Dialing Code for access to Local Community Information and Referral Service Agencies (Local Agencies) to be determined within each local exchange.
- b. The 211 Service allows a Company subscriber to access a Local Agency call center by dialing only the 211 Dialing Code.
- c. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make, and assigned Local Agencies shall be able to receive, calls using the 211 Dialing Code as part of their local exchange service. The 211 Dialing Code is supplemental to and is not a replacement for either party's local exchange service.
- d. All 211 Dialing Code calls shall be local in nature and shall not result in any Extended Calling Scope ("ECS"), TOLLPAC, Optional Extended Local Calling ("OELC"), Optional Extended Area Service ("OEAS"), intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers.
- e. 211 Dialing Code calls may result in local measured service charges where Company subscribers' service plans include such charges as part of home and EAS exchange calling.
- f. The 211 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. The 211 Service is otherwise available wherever local service is available.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 77
Cancelling Original Sheet 77
Effective: August 2, 2001

N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

2. Obligations of the Local Community Information and Referral Services Agencies

- a. The Local Agencies shall make written application for the 211 Dialing Code to the Company at the local exchange level. The Local Agencies may establish the 211 Dialing Code in all, in part or in none of the Company's local exchanges.
- b. The Local Agency's written application to establish the 211 Dialing Code in a Company local exchange shall include the following:
 - 1) The local, foreign exchange, or toll free number into which the Company is to translate the dialed 211 code. If a Local Agency desires to change the telephone number into which the 211 Dialing Code is translated in an exchange, then the Local Agency shall make a new application.
 - 2) A location description of the Local Agency call center where 211 calls made from the Company local exchange will be routed.
 - 3) For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 Dialing Code.
 - 4) An acknowledgement of the possibility that the FCC's designation of the 211 Dialing Code may be recalled at any time.
- c. Local Calling for Company Subscribers
 - 1) The Company, in cooperation with the Local Agencies, will make reasonable efforts to ensure that all 211 Dialing Code calls are local in nature and do not generate ECS, TOLL PAC, OELC, OEAS, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
 - 2) When the Local Agencies make application for the 211 Dialing Code in a Company local exchange, Local Agencies shall supply the Company with a seven (7) or ten (10) digit telephone number that terminates within the Company local exchange or one of the local exchange's EAS exchanges. The Company's exchange facilities will translate the dialed 211 Dialing Code into the telephone number the Local Agency provides once 211 Dialing Code is established in the local exchange.
 - 3) When a Local Agency makes application for the 211 Dialing Code in a Company local exchange and a Local Agency call center is not located within the local exchange or one of the local EAS exchanges, then the Local Agency shall establish Foreign Exchange Service or supply the Company with a toll free telephone number so that Company subscribers' 211 Dialing Code calls remain local in nature.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 78
Cancelling Original Sheet 78
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N11 SERVICES

- C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)
2. Obligations of the Local Community Information and Referral Services Agencies (Cont'd)
- d. The Local Agencies shall be liable for and shall indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the Local Agency or any party or person, 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 Local Agency or others, arising out of or resulting directly or indirectly from the 211 Dialing Code.
 - e. The Local Agencies shall develop an appropriate method for responding to 211 calls directed to it out of confusion or in error by Company subscribers.
 - f. The Local Agencies must be prepared to receive all calls to the 211 Dialing Code during normal business hours. To this end, the Local Agencies agree to subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public.
 - g. The Local Agencies shall comply with all present and future rules pertaining to the 211 abbreviated dialing code, including any and all requirements to relinquish the 211 Dialing Code in the event of a national assignment contrary to that made by the FPSC.
 - h. The Local Agencies are responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 211 Dialing Code, and from all holders of copyrights, trademarks and patents used in connection with said service.
 - i. The Local Agencies shall respond promptly to any and all complaints lodged with any regulatory authority against the 211 Dialing Code. If requested by the Company, the Local Agencies shall assist the Company in responding to complaints made to the Company concerning the 211 Dialing Code.
 - j. The Local Agencies shall not promote the 211 Dialing Code with the use of an autodialer or broadcasting of tones that dial the 211 Dialing Code.
 - k. The Company can only make the 211 Dialing Code available to end users located in Company local exchanges. To establish the 211 Dialing Code to end users in non-Company local exchanges, the Local Agencies must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
 - l. The Local Agencies should work separately with Competitive Local Exchange Carriers ("CLEC") operating and serving customers in the Company's local exchanges to ascertain whether the 211 Dialing Code will be available to their end users.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 79
Cancelling Original Sheet 79
Effective: August 2, 2001

N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

3. Obligations of the Company

- a. The Company shall provision the 211 Dialing Code within ninety (90) days of the Company's receipt of the Local Agencies' completed application(s) for service.
- b. When a 211 Dialing Code call is placed by the calling party via interconnection with an inter-exchange carrier, the Company cannot guarantee the completion of the 211 call, the quality of the call or any features that may otherwise be provided with 211 Dialing Code.
- c. The Company does not undertake to answer and forward 211 Service calls, but furnishes the use of its facilities to enable the Local Agencies to respond to such call at the Local Agencies' established call centers.
- d. The rates charged for the 211 Dialing Code do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The Local Agencies shall make such operational tests as, in the judgment of the Local Agencies, are required to determine whether the Company's facilities are functioning properly for its use. The Local Agencies shall promptly notify the Company in the event the Company's facilities are not functioning properly.

4. Liability

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing the 211 Dialing Code, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Local Agencies for the 211 Dialing Code and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- b. The Company has no liability for losses or damages caused by the negligence of the Local Agencies.
- c. The Company's entire liability to any person for interruption or failure of the 211 Dialing Code shall be limited to the terms set forth in this section and other sections of this Tariff.
- d. The FPSC's local assignment and the Local Agencies' use of the 211 Dialing Code are subject to preemption by the FCC. The Company shall not be liable to the Local Agencies for any damages the Local Agencies may incur that result from a national assignment of the 211 Dialing Code.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 80
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N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

5. Other Terms and Conditions

- a. The 211 Dialing Code will not provide calling number information in real time to the Local Agencies. If this type of information is required, the Local Agencies must subscribe to compatible Caller ID service as described in Section A13 of this Tariff.
- b. The 211 Dialing Code is provided solely for the benefit of the Local Agencies. The provision of the 211 Dialing Code by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Local Agencies.
- c. A written notice will be sent to the Local Agency following oral notification when its 211 service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after notification, the Local Agency makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the Local Agency is unwilling to accept the modifications, or if the Local Agency continues to cause service impairment, the Company reserves the right at any time, without further notice, to institute protective measures, up to and including termination of service.
- d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

6. Rates and Charges

- a. Subject to other terms and conditions of the Tariff, Company subscribers shall be able to make and Local Agencies shall be able to receive calls using the 211 Dialing Code as part of both parties' local exchange service. The 211 Dialing Code is supplemental to and is not a replacement for either party's local exchange service.
- b. The Local Agencies shall pay a nonrecurring Central Office Charge for each company host central office out of which the 211 Dialing Code is established.
 - 1) Some Company local exchanges are served by more than one host central office. In order to establish the 211 Dialing Code in such an exchange, the Local Agency shall pay a Central Office Charge for each host central office in the Company local exchange.
 - 2) Some host central offices serve more than one Company local exchange. If the Local Agency makes applications to establish the 211 Dialing Code in multiple Company local exchanges served by the same host central office, then only one Central Office Charge shall apply. However, the Local Agency shall pay the full Central Office Charge whether or not it requests the 211 Dialing Code in all the Company local exchanges served by the host central office.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 81
Cancelling Second Revised Sheet 81
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N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

6. Rates and Charges (Cont'd)

- c. Where applicable, the Local Agency shall pay a nonrecurring Exclusion Charge.
 - 1) When the Local Agency does not make contemporaneous applications to establish the 211 Dialing Code in every Company local exchange served by a host central office, the Local Agency shall pay an Exclusion Charge for each Company local exchange served by the host central office where the 211 Dialing Code is not established.
 - 2) When a Company local exchange is once excluded, but the Local Agency later makes application to establish the 211 Dialing Code in the Company local exchange, then an Exclusion Charge shall again apply.
 - 3) When the Approved Information and Referral Service Provider requests a different telephone number be translated to the 211 abbreviated dialing code in a participating central office other than the telephone number translated to the 211 abbreviated dialing code in the host central office.
- d. The Local Agency shall pay a nonrecurring Number Change Charge when it makes application to change the telephone number into which the 211 Dialing Code is translated. The Number Change Charge shall be applied on a per telephone number, per host central office basis.
- e. Applicable Service Order Charges as specified in Section A4 of the Tariff will apply in addition to the rates listed below.
- f. Florida 211 Dialing Code Offering Non-Recurring Costs:

<u>Rate Elements</u>	<u>Non-Recurring Rate</u>
Central Office Charge(1)	\$250.00
Exclusion Charge(2)	325.00
Number Change Charge	50.00

- (1) This is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. If more than one translated number is desired, apply the charge as many times as there are numbers. Any given office must have one number translated to – this cost does not cover cases where the Local Agency wants two or more translated numbers. Such a case would require class marking or a database.
- (2) This is applied at the host office only, and could cover any number of offices that would not have access to the 211 Dialing Code.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 82
Cancelling Original Sheet 82
Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

1. General

- a. The Federal Communications Commission ("FCC") has nationally assigned the three digit 511 abbreviated dialing code to traveler information services. In CC Docket 92-105, Order 00-236, the FCC concluded that a governmental entity may request 511 assignment from wireline providers in order to provide intelligent transportation systems and other transportation information. The FCC also concluded that state public utility commissions may continue to exercise jurisdiction over N11 codes to ensure that carriers comply with transportation agencies' requests to deploy 511 expeditiously.
- b. The three digit 511 abbreviated dialing code the Approved Travel Information Service Provider ("511 Provider") for use in providing community travel information services to the public by way of voice grade facilities.
- c. The Company makes the 511 abbreviated dialing code available to the 511 Provider as a tariffed, local calling area based service ("511 Service"). The 511 Service allows a Company subscriber to access the 511 Provider's call center by dialing only the 511 abbreviated dialing code using voice grade facilities. Subject to other terms and conditions of this tariff, Company subscribers shall be able to make and the 511 Provider shall be able to receive calls using the 511 Service as part of their local exchange services. The 511 Service is supplemental to and is not a replacement for either party's local exchange service.
- d. All 511 abbreviated dialing code calls must be local in nature and will not result in any extended calling scope (ECS), \$.20 EAS, intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, 511 Service calls may result in measured service charges where Company subscribers' service plans include such charges as part of local measured service or home exchange service calling plans.
- e. The 511 Service is not available for the following classes of service:
 1. Hospital service.
 2. Inmate Service.
 3. 1+ and 0+ calling.
 4. 0-operated assisted calling.
 5. 101XXXXX calling.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 83
Cancelling First Revised Sheet 83
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N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

2. Obligations of the Approved Travel Information Services Provider

- a. The 511 Provider must submit a written application to the Company for 511 Service at the local exchange level. The 511 Provider may establish 511 Service in all or part of the Company's local exchanges.
- b. The 511 Provider's written application to establish 511 Service in a Company local exchange must include the following:
 1. The local, foreign exchange or toll free telephone number into which the Company should translate the dialed 511 abbreviated code. If the 511 Provider desires to change the telephone number into which the 511 abbreviated dialing code is translated, the 511 Provider must pay a Number Change Charge as found in Section A10.
 2. A location description of the 511 Provider call center where 511 calls made from the Company local exchange will be routed.
 3. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 511 Service.
- c. Local Calling for Company Subscribers
 1. The 511 Provider, in cooperation with the Company, will assure that all 511 Service calls are local and do not generate extended calling scope (ECS), \$.20 EAS, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
 2. When the 511 Provider applies for 511 Service in a Company local exchange, the 511 Provider must supply the Company with a seven or ten digit telephone number that terminates within the Company local exchange's local calling area. The Company will translate the 511 digits into the telephone number provided by the 511 Provider.
 3. When the 511 Provider applies for 511 Service in a Company local exchange and a 511 Provider call center is not located within the local exchange's local calling area, the 511 Provider must establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' 511 Service calls do not incur toll charges.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 84
Cancelling Original Sheet 84
Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

2. Obligations of the Approved Travel Information Services Provider (Cont'd)

- d. The 511 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 511 Provider or any other party or person, 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 511 Provider or others, arising out of or resulting directly or indirectly from the 511 Service.
- e. The 511 Provider must develop an appropriate method for responding to 511 calls directed to it out of confusion or in error by Company subscribers.
- f. The 511 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 511 Provider to receive calls to the 511 Service during normal business hours.
- g. The 511 Service is provided on the condition that the 511 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 511 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which to 511 Provider subscribes.
- h. The 511 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- i. The 511 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 511 Service. The 511 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the said service.
- j. The 511 Provider must respond promptly to all complaints lodged with any regulatory authority against the 511 Service. If requested by the Company, the 511 Provider must assist the Company in responding to complaints made to the Company concerning the 511 Service.
- k. The 511 Provider shall not promote the 511 Service with the use of an autodialer or broadcasting of tones that dial the 511 abbreviated dialing code.

GENERAL EXCHANGE TARIFF

106

Embarq Florida, Inc.

SECTION A10

First Revised Sheet 85

By: F. B. Poag
Director

Cancelling Original Sheet 85

Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

2. Obligations of the Approved Travel Information Services Provider (Cont'd)

- i. The 511 Service is available only to end users located in Company local exchanges. To establish 511 calling to end users in non-Company local exchanges, the 511 Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
- m. The 511 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's local exchanges to ascertain whether 511 abbreviated dialing will be available to their end users.

3. Obligations of the Company

- a. The Company will establish the 511 Service within ninety days after receipt of the 511 Provider's completed application(s) for service or the effective date of this tariff, whichever is later.
- b. When a 511 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 511 Service call, the quality of the call or any features that may otherwise be provided with 511 Service.
- c. The Company does not undertake to answer and forward 511 Service calls but furnishes the use of its facilities to enable the 511 Provider to respond to such calls at the 511 Provider established call centers.
- d. The rates charged for 511 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 511 Provider must conduct such operational tests as, in the judgment of the 511 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 511 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 86
Cancelling Original Sheet 86
Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

4 Liability

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 511 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 511 Provider for the 511 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- b. The Company is not liable for any losses or damages caused by the negligence of the 511 Provider.
- c. The Company's entire liability to any person for interruption or failure of the 511 Service is limited to the terms set forth in this and other sections of this Tariff.

5. Other Terms and Conditions

- a. The 511 Service will not provide calling number information in real time to the 511 Provider. If this type of information is required, the 511 Provider must subscribe to compatible Caller ID service as described in Section 13 of this tariff. The Caller ID service will only provide calling number information as described in Section 13 of this tariff.
- b. The 511 Service is provided solely for the benefit of the 511 Provider. The provision of the 511 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 511 Provider.
- c. A written notice will be sent to the 511 Provider following oral notification when its 511 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the 511 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 511 Provider is unwilling to accept the modifications, or if the 511 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

GENERAL EXCHANGE TARIFF

103

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 87
Cancelling Second Revised Sheet 87
Effective: July 12, 2005

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

6. Rates and Charges

- a. A Central Office Charge applies for each Company host central office out of which the 511 Provider orders 511 Service, as follows:
 1. When a Company local exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that local exchange.
 2. If the 511 Provider establishes 511 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge applies.
- b. An Exclusion Charge in lieu of a Central Office Charge applies for the establishment of 511 Service as follows:
 1. When the 511 Provider does not make simultaneous applications to establish 511 Service in every Company local exchange served by a host central office, the 511 Provider must pay an Exclusion Charge per host central office if any local exchange(s) are excluded from the translation.
 2. When a Company local exchange is once excluded, but the 511 Provider later makes application to establish 511 Service in the Company local exchange, then an Exclusion Charge applies per host central office when a local exchange continues to be excluded from the translation.
 3. When the 511 Provider requests a different telephone number be translated to the 511 abbreviated dialing code in a participating Company local exchange other than the telephone number translated to the 511 abbreviated dialing code in the host central office, then an Exclusion Charge applies per host central office.
- c. A Number Change Charge applies when the 511 Provider applies to change the telephone number into which the 511 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 88
Cancelling First Revised Sheet 88
Effective: July 8, 2005

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

6. Rates and Charges (Cont'd)

d. When translating the seven or ten digit number to the 511 abbreviated dialing code, applicable Service Ordering Charges as specified in Section 4 of this tariff will apply as follows, in addition to the rates listed below.

1. A business rate Primary Service Ordering Charge per order, as found in Section 4.E.1. of this tariff.
2. A business rate Access Line Charge per translated number as found in Section 4.E.1 of this tariff.

e. Rates:

	Non-Recurring Charge
Central Office Charge (per host Central Office)	\$ 250.00
Exclusion Charge (per host Central Office)	325.00
Number Change Charge (per telephone number)	50.00

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 89
Cancelling First Revised Sheet 89
Effective: July 1, 2006

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE

(T)

1. General

- a. Non-Emergency 311 Service (NE311) is a local telephone exchange communications service which allows Company subscribers to reach non-emergency local government services by dialing an abbreviated telephone number. The Federal Communications Commission (FCC) reserved the abbreviated telephone number, 3-1-1, for non-emergency access to public services. NE311 Service is an optional service which may be purchased by a local municipality, state or local governmental unit to whom authority has been lawfully delegated. The NE311 Service Provider must be granted authority by the appropriate city, county, or state officials to provide the service.
- b. NE311 Service allows a Company subscriber to access an approved NE311 Service Provider by dialing only the 311 abbreviated dialing code. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the NE311 Service Provider shall be able to receive calls using the NE311 Service as part of their local exchange services. The NE311 Service is supplemental to and is not a replacement for either party's local exchange service.
- c. All NE311 Service calls must be local in nature and shall not result in any intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, NE311 Service calls may result in local measured service charges where Company subscribers' service plans include such charges as part of Home and Extended Area Service (EAS) exchange calling. NE311 Service calls are not permitted where local calling is restricted.
- d. The NE311 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operated assisted calling and 101XXXX calling. NE311 Service is otherwise available wherever local service is accessible.
- e. Only calls originating within a NE311 Service Provider's area of jurisdiction (the "NE311 Service Area") will be routed to a call center/answering point designated by the NE311 Service Provider. There can be only one NE311 Service Provider in each geographic area. NE311 Service areas may not overlap. This assures that NE311 calls from a telephone line within a NE311 Service Area can be routed to a unique NE311 call center/answering point.
- f. NE311 Service is offered subject to the availability of facilities.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 90
Cancelling Original Sheet 90
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

2. Obligations of the Non-Emergency 311 Service Provider

- a. The NE311 Service Provider must submit a written application for NE311 Service on a Company local exchange by local exchange basis. The NE311 Service Provider may establish NE311 Service in all or part of the Company's local exchanges.
- b. The NE311 Service Provider's written application to establish NE311 Service in a Company local exchange shall include the following:
 - 1) The unpublished local telephone number into which the Company is to translate the dialed NE311 abbreviated code. If the NE311 Service Provider desires to change the telephone number into which the NE311 abbreviated dialing code is translated in an exchange, then the NE311 Service Provider must pay the Number Change Charge specified in Section E.7.h.(1)(c).
 - 2) A location description of the NE311 Service Provider call center where NE311 calls made from the Company local exchange will be routed.
 - 3) For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the NE311 Service.
 - 4) An acknowledgment of the possibility that the assignment of the NE311 abbreviated dialing code may be recalled at any time. The assignment of the dialing code is provided on a first come first served basis.
- c. Local Calling for Company Subscribers
 - 1) The NE311 Service Provider, in cooperation with the Company, shall assure that all NE311 Service calls are local in nature and do not generate local, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
 - 2) When the NE311 Service Provider makes application for NE311 Service in a Company local exchange, the NE311 Service Provider shall supply the Company with an unpublished seven or ten digit telephone number that terminates within the Company local exchange or one of the local exchange's EAS exchanges. The Company's exchange facilities will translate the dialed NE311 dialing code into the telephone number the NE311 Service Provider provides once NE311 Service is established in the local exchange.
 - 3) When the NE311 Service Provider makes application for NE311 Service in a Company local exchange and a NE311 Service Provider call center is not located within the local exchange or one of the local exchange's EAS exchanges, then the NE311 Service Provider shall establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' NE311 Service calls remain local in nature.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 91
Cancelling Original Sheet 91
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

2. Obligations of the Non-Emergency 311 Service Provider (Cont'd)

- d. The NE311 Service Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the NE311 Service Provider or any other party or person, 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 N11 Service Provider or others, arising out of or resulting directly or indirectly from the NE311 Service.
- e. The NE311 Service Provider must develop an appropriate method for responding to NE311 calls directed to it out of confusion or in error by Company subscribers. This includes calls from customers that reside within the Company local exchange but outside the legally designated jurisdiction of the NE311 Service Provider (i.e. exchange boundaries that cross county borders.)
- f. The NE311 Service Provider must be prepared to receive all calls to the NE311 Service during normal business hours. To this end, the NE311 Service Provider agrees to subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public.
- g. NE311 Service is provided on the condition that the NE311 Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the NE311 Service without interfering with or impairing any services offered by the Company. For each line subscribed to by the NE311 Service Provider, there will be one path available.
- h. The NE311 Service Provider must comply with all present and future rules pertaining to abbreviated dialing codes.
- i. The NE311 Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 311 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.
- j. The NE311 Service Provider must respond promptly to any and all complaints lodged with any regulatory authority against the NE311 Service. If requested by the Company, the NE311 Service Provider shall assist the Company in responding to complaints made to the Company concerning the NE311 Service.
- k. The NE311 Service Provider shall not promote the NE311 Service with the use of an autodialer or broadcasting of tones that dial the NE311 abbreviated dialing code.

GENERAL EXCHANGE TARIFF

108

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION 410
First Revised Sheet 92
Cancelling Original Sheet 92
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

2. Obligations of the Non-Emergency 311 Service Provider (Cont'd)

- i. The Company can only make NE311 Service available to end users located in Company local exchanges. To establish NE311 calling to end users in non-Company local exchanges, the NE311 Service Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.
- m. The NE311 Service Provider must work separately with competitive local exchange carriers operating and serving customers in the Company's local exchanges to ascertain whether NE311 abbreviated dialing will be available to their end users.
- n. In the event that an end user mis-dials and reports an emergency by dialing 311, the NE311 Service Provider agrees to release, indemnify, defend, and save harmless the Company from claims, suits, actions, damages, costs, judgments, actions of every name and description arising out of or due to acts or omissions of the NE311 Service Provider, its agents and its employees while answering and dispatching 311 calls.

3. Obligations of the Company

- a. The Company shall provision the NE311 Service within ninety days of the Company's receipt of the NE311 Service Provider's completed application(s) for service. If the Company receives an application from an approved NE311 Service Provider prior to the effective date of this tariff, the Company will provision the 311 Service within ninety days of the effective date of the tariff.
- b. When an NE311 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said NE311 Service call, the quality of the call or any features that may otherwise be provided with NE311 Service.
- c. The Company will route NE311 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling Company service. Otherwise, the Company is not responsible for establishing NE311 Service for calls originating from other telecommunications providers.
- d. The Company does not undertake to answer and forward NE311 Service calls but furnishes the use of its facilities to enable the NE311 Service Provider to respond to such calls at NE311 Service Provider established call centers.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 93
Cancelling Original Sheet 93
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

3. Obligations of the Company (Cont'd)

- e. The rates charged for NE311 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The NE311 Service Provider shall make such operational tests as, in the judgment of the NE311 Service Provider, are required to determine whether the Company's facilities are functioning properly for its use. The NE311 Service Provider shall promptly notify the Company in the event the Company's facilities are not functioning properly.
- f. NE311 Service is furnished subject to all operating failures and interruptions, including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. The rates provided for this service are subject to the limitations which appear in this section and in other applicable sections of this and other tariffs. The Company does not undertake to provide a higher level of service reliability and quality than the telephone exchange service being provided in the exchange that NE311 Service is offered.

4. Liability

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing NE311 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the NE311 Service Provider for the NE311 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company has no liability for losses or damages caused by the negligence of the NE311 Service Provider.
- b. The Company's entire liability to any person for interruption or failure of the NE311 Service shall be limited to the terms set forth in this section and other sections of this Tariff.
- c. The local assignment and the NE311 Service Provider's use of the 311 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the NE311 Service Provider for any damages the NE311 Service Provider may incur that results from a national assignment of the 311 abbreviated dialing code.
- d. The Company accepts no responsibility for obtaining subscriber record information from telephone end users.
- e. The Company will make every effort to route NE311 calls to the appropriate NE311 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 94
Cancelling Original Sheet 94
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

5. Other Terms and Conditions

- a. The NE311 Service will not provide calling number information in real time to the NE311 Service Provider. If this type of information is required, the NE311 Service Provider must subscribe to compatible Caller ID service as described in Section 13 of this tariff.
- b. The NE311 Service is provided solely for the benefit of the NE311 Service Provider. The provision of the NE311 Service by the Company shall not be interpreted, construed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the NE311 Service Provider.
- c. A written notice will be sent to the NE311 Service Provider following oral notification when its NE311 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the NE311 Service Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the NE311 Service Provider is unwilling to accept the modifications, or if the NE311 Service Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

6. Optional Features

- a. Call Summary Report: The NE311 Service Provider may choose to receive a monthly call summary report that provides the NE311 Service Provider with a summary of their NE311 traffic. The data is delivered using electronic mail distribution to the NE311 Service Provider and is reported as the number of calls by central office by month.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 95
Cancelling First Revised Sheet 95
Effective: July 12, 2005

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

7. Rates

- a. The nonrecurring charges associated with the initial NE311 Service establishment are specified in E.7.h. following. These are one-time charges which apply only when the NE311 Service Provider establishes or modifies NE311 Service.
- b. The NE311 Service Provider shall pay a nonrecurring Central Office Charge for each Company host central office out of which NE311 Service is established.
 - 1) Some Company local exchanges are served by more than one host central office. In order to establish NE311 Service in such an exchange, the NE311 Service Provider shall pay a Central Office Charge for each host central office in the Company local exchange.
 - 2) Some host central offices serve more than one Company local exchange. If the NE311 Service Provider makes applications to establish NE311 Service in multiple Company local exchanges served by the same host central office, then only one Central Office Charge shall apply. However, the full Central Office Charge applies whether or not the NE311 Service Provider requests NE311 Service in all the Company local exchanges served by that host central office.
- c. An Exclusion Charge Applies in lieu of a Central Office Charge for the establishment of NE311 Service as follows:
 - 1) When the NE311 Service Provider does not simultaneously establish NE311 Service in every Company local exchange served by a host central office, the NE311 Service Provider shall pay an Exclusion Charge per host central office if any local exchange(s) are excluded from the translation.
 - 2) When a Company local exchange is once excluded, but the NE311 Service Provider later applies to establish NE311 Service in the Company local exchange, an Exclusion Charge again applies per host central office when a local exchange continues to be excluded from the translation.
 - 3) When the NE311 Service Provider requests a different telephone number be translated to the 311 abbreviated dialing code in a participating Company local exchange other than the telephone number translated to the 311 abbreviated dialing code in the host central office, then an Exclusion Charge applies per host central office.
- d. A nonrecurring Number Change Charge applies when the NE311 Service Provider changes the telephone number into which the NE311 abbreviated dialing code is translated. The Number Change Charge shall be applied on a per telephone number, per host central office basis.
- e. Applicable service ordering charges as specified in Section 4 of this tariff will apply in addition to the rates listed below.
- f. The charges associated with the Call Summary Report are monthly charges.
- g. The minimum service period for NE 311 Service is one month.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 96
Cancelling First Revised Sheet 96
Effective: July 8, 2005

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

7. Rates (Cont'd)

h. Rates

1. Basic Service

	<u>Nonrecurring Charge</u>
(a) Central Office Charge (per host Central Office)	\$ 250.00
(b) Exclusion Charge (per host Central Office)	325.00
(c) Number Change Charge (per telephone number)	50.00

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A10

By: F. B. Poag
Director

Original Sheet 97
Effective: July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS

1. General

- a. **811 Dialing Code ("811 Service") is a three digit local dialing arrangement for telephone voice transmission access to all certified "One Call" notification systems entities as a toll free call. The Federal Communications Commission (FCC) assigned 811 dialing code for nationwide access to One Call Notification Systems.**
- b. **The three digit 811 abbreviated dialing One Call Notification code is assigned to the Approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.**
- c. **811 is available from Embarq Florida, Inc. (the Company) within the Company's service area only. To provide access to 811 to end users in another company service area or to a Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 811.**
- d. **All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded calling scope (ECS), \$.20 EAS, IntraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, 811 Service calls may result in measured service charges where Company subscribers' service plans include such charges as part of local measured service or local exchange service calling plans.**
- e. **The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.**

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A10

By: F. B. Poag
Director

Original Sheet 98
Effective: July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider

- a. The 811 Provider must submit a written application to the Company for 811 Service at the local exchange level. The 811 Provider may establish 811 Service in all or part of the Company's local exchanges. There may be only one 811 Provider per exchange.
- b. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
 1. The local, foreign exchange or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a Number Change Charge as found in Section F.6.f.
 2. A location description of the 811 Provider call center where 811 calls made from the Company local exchange will be routed.
 3. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
 4. An acknowledgment of the Possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.
- c. Local Calling for Company Subscribers
 1. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate extended calling scope (ECS), \$.20 EAS, IntraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.
 2. When the 811 Provider applies for 811 Service in a Company local exchange, the 811 Provider must supply the Company with a seven or ten digit telephone number that terminates within the Company local exchange's local calling area. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
 3. When the 811 Provider applies for 811 Service in a Company local exchange and a 811 Provider call center is not located within the local exchange's local calling area, the 811 Provider must establish Foreign Exchange Service or supply the Company with a toll free telephone number so that Company subscribers' 811 Service calls do not incur toll charges.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 99
Cancelling Original Sheet 99
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N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

- d. **In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this service, or any personal injury to or death of any person, or damage or destruction of real or personal property. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. The Company will not be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort, whether or not there was an awareness or should have been an awareness of the possibility of these damages.** (T)
- e. The 811 Provider **must prevent or respond** to 811 calls directed to it out of confusion or in error by Company subscribers. (T)
- f. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
- g. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the 811 Provider subscribes.
- h. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- i. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the said service.
- j. **If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company or a Regulatory authority concerning the 811 Service.** (T)
(T)

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(D)

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 100
Cancelling Original Sheet 100
Effective: February 3, 2007

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

- i. The 811 Service is available only to end users located in Company local exchanges. To establish 811 calling to end users in non-Company exchanges, the 811 Provider must make appropriate arrangements with the companies serving those exchanges, even where Company subscribers may make local calls to the non-Company exchanges.
- m. The 811 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's local exchanges to ascertain whether 811 abbreviated dialing will be available to their end users.

3. Obligations of the Company

- a. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.
- b. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with 811 Service.
- c. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
- d. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider established call centers.
- e. The rates charged for 811 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. **It is the 811 Provider's responsibility to ascertain whether the Company's facilities are functioning as required to meet their service needs.** The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 101
Cancelling Original Sheet 101
Effective: February 3, 2007

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

4. Liability

- a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- b. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- c. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- d. The Commission's local assignment and the 811 Service Provider's use of the 811 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Service Provider for any damages the 811 Service Provider may incur that results from a national assignment of the 811 abbreviated dialing code.
- e. The Company will make every effort to route 811 calls to the appropriate 811 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

5. Other Terms and Conditions

- a. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described in Section 13 of this Tariff. The Caller ID service will only provide calling number or name and number information as described in Section 13 of this Tariff. **Calling number information will be delivered to the 811 Provider in the same manner that it is delivered to any toll free number. The 811 Provider's equipment will determine whether the numbers delivered in this manner will display.**
- b. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A10

By: F. B. Poag
Director

Original Sheet 102
Effective: July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

5. Other Terms and Conditions (Cont'd)

- c. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

6. Rates and Charges

- a. A Central Office Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:
 - 1. When a Company local exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that local exchange.
 - 2. If the 811 Provider establishes 811 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge applies. However, the full Central Office Charge applies whether or not the 811 Service Provider requests 811 Service in all the Company local exchanges served by that host central office.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A10

By: F. B. Poag
Director

Original Sheet 103
Effective: July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

6. Rates and Charges (Cont'd)

- a. A Central Office Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:
 1. When a Company local exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that local exchange.
 2. If the 811 Provider establishes 811 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge applies. However, the full Central Office Charge applies whether or not the 811 Service Provider requests 811 Service in all the Company local exchanges served by that host central office.
- b. An Exclusion Charge applies for the establishment of 811 Service as follows:
 1. When the 811 Provider does not make simultaneous applications to establish 811 Service in every Company local exchange served by a host central office, the 811 Provider must pay an Exclusion Charge for each Company local exchange served by the host central office where 811 Service is not established.
 2. When a Company local exchange is once excluded, but the 811 Provider later makes application to establish 811 Service in the Company local exchange, then an Exclusion Charge again applies for each local exchange that continues to be excluded.
 3. When the 811 Provider requests a different telephone number be translated to the 811 abbreviated dialing code in a participating central office than the telephone number translated to the 811 abbreviated dialing code in the host central office.
- c. A Number Change Charge applies when the 811 Provider established service or applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 104
Cancelling First Revised Sheet 104
Effective: July 22, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

6. Rates and Charges (Cont'd)

d. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Ordering Charges as specified in Section 4 of this Tariff will apply as follows, in addition to the rates listed in Section F.6.f. below.

e. The minimum service period for 811 Service is one month.

f. Rates:

	<u>Nonrecurring Charge</u>	
Central Office Charge ⁽¹⁾	\$ 250.00	(D)
Exclusion Charge ⁽²⁾ (per Exchange)	325.00	
Number Change Charge	50.00	(D)

g. 811 Service will not be available for sale until January 2007.

⁽¹⁾ This is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. If more than one translated number is desired, apply the charge as many times as there are numbers. Any given office must have one number translated to – this cost does not cover cases where the Local Agency wants two or more translated numbers. Such a case would require class marking or a database.

⁽²⁾ This is applied at the host office only, and could cover any number of offices that would not have access to the 811 Service.