### Voice Data Internet Wireless Entertainment



Embarq Corporation EMBARQ.com Mailstop: KSOPHN0304-3B404 6450 Sprint Parkway Overland Park, KS 66251

June 15, 2006

Ms. Beth Salak Director, Division of Competitive Markets and Enforcement Attention: Tariff Section Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

RE: **TL727** 

Dear Ms. Salak:

Attached for filing, please find the following revisions for the Embarq Florida, Inc. General Exchange Tariff. This filing is submitted with a proposed effective date of June 30, 2006. Tariffs are available on its website at <u>www.embarq.com/tariffs</u>.

Index	Ninth Revised Sheet 6	Section A29	Third Revised Sheet 72
Title	Fourth Revised Sheet 4		Fifth Revised Sheet 75
Section A13	Thirteenth Revised Contents Sheet 6		Eighth Revised Sheet 76
	Third Revised Sheet 124		Third Revised Sheet 81
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This filing proposes to reduce non-recurring charges for Enhanced Frame Relay when the customer subscribes to the Company's non-regulated 1.5 Dedicated IP Service. In addition, this filing adds clarifying language for EMBARQ Business Rewards Program.

Commission consideration and timely approval of these pages are respectfully requested. If you have any questions or need additional information regarding this filing, please call Nancy Schnitzer at (850) 599-1276.

Sincerely,

Mary L. Matthews

cc: Nancy Schnitzer Attachments FL 06-41

Mary L. Matthews TARIFF ANALYST I Voice: (913) 315-9379 Fax: (913) 315-0763 Mary.L.Matthews@embarq.com

By: F. B. Poag Director

<u>SHEET</u>

Ninth Revised Sheet 6 Cancelling Eighth Revised Sheet 6 Effective: June 30, 2006

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By: F. B. Poag Director Fourth Revised Sheet 4 Cancelling Third Revised Sheet 4 Effective: June 30, 2006

#### GENERAL EXCHANGE TARIFF FOR THE STATE OF FLORIDA

#### Trademarks and Service Marks Used in this Tariff

Below is a list of trademarks which may be used in this Tariff. These designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by the Company cannot be used by another party without authorization.

Digilink® EMBARQ<sup>TM</sup> **Business** Rewards Program EMBARQ Smart Connect<sup>SM</sup> Lightlink<sup>SM</sup> LineGuard® SignalRing® Switchlink<sup>SM</sup> Talking Call Waiting<sup>SM</sup> Telesaver<sup>SM</sup> Translink®

By: F. B. Poag Director SECTION A13 Thirteenth Revised Contents Sheet 6 Cancelling Twelfth Revised Contents Sheet 6 Effective: June 30, 2006

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#### MISCELLANEOUS SERVICE ARRANGEMENTS

#### CC. EMBARQ BUSINESS REWARDS PROGRAM

For the purpose of this sub-section A13.CC. concerning the EMBARQ Business Rewards Program, the term "Embarq" refers to Embarq Florida, Inc. and all Embarq Local Operating Company affiliates. The term "Company" refers solely to Embarq Florida, Inc.

EMBARQ Business Rewards Program ("Program") is an Embarq business customer loyalty program. The program allows customers who meet certain criteria set by the Company to earn Rewards Dollars that can be redeemed for various travel and entertainment products/services or other non-telecommunications/non-regulated products and services. Available Rewards options may change at the discretion of the Company and are provided for customer redemption on an availability basis. The Company does not guarantee availability of any option. In order to redeem Rewards Dollars, program participants must be current on payment of all their Embarq account(s).

All business customers who subscribe to services provided by the Company under this tariff and/or to Embarq High-Speed Internet (each an "Eligible Service") are eligible for enrollment in the Program. There is no charge to enroll and no term or volume commitment associated with the Program. Customers may terminate their participation in the Program at any time by notifying the Company. Eligible customers may activate their enrollment in the Program by calling an Embarq business office or in response to targeted Embarq contacts with eligible customers.

Customers enrolled in the Program will receive one Rewards Dollar for each dollar of Qualifying Usage (as defined below) the customer spends on Eligible Services. Qualifying Usage is calculated based upon the sum of the customer's monthly recurring charges for Eligible Services usage, less any applicable discounts, taxes, surcharges, FCC charges, 911 charges, or nonrecurring charges. Nonrecurring charges include service connection charges and installation charges. Rewards Dollars will accrue monthly based on the customer's Qualifying Usage. Qualifying Usage only may accrue after the customer enrolls in the Program. To earn Rewards Dollars, the enrolled customer must have an active account and that account must be in good standing, as determined by Embarq. Rewards Dollars have no direct monetary value, have no cash surrender value, and are only good towards redemption of the various products/services provided by Embarq.

In addition to the standard Rewards Dollars earned as outlined in this tariff, participants may, from time to time, be awarded additional Rewards Dollars (including bonus rewards) based upon specific purchases or actions. Consistent with applicable Commission requirements, a separate promotional filing will be made with respect to any such rewards that are based upon the purchase of regulated products or services or subscription to other tariffed offers.

By: F. B. Poag Director

#### MISCELLANEOUS SERVICE ARRANGEMENTS

#### CC. EMBARQ BUSINESS REWARDS PROGRAM (Cont'd)

Program participants may change their service address within an Embarq service territory, add additional qualifying services, or make changes to the telephone numbers(s) associated with their enrolled account(s) and still continue as a Program participant. If a Program participant discontinues subscription to all Eligible Services, Program participation will be terminated and all accumulated and unredeemed Rewards Dollars will be forfeited, unless such customer maintains Program eligibility based upon spending with other participating Embarq companies. A Program participate may not redeem Rewards Dollars against a canceled account. If the former Program participant (1) returns to Embarq for the same or substantially equivalent services within ninety days of terminating services; (2) re-enrolls in the Program; and (3) requests reinstatement of forfeited Rewards Dollars, such Rewards Dollars will be reinstated.

If a program participant fails to "actively participate" in the Program during any one-year period following Program enrollment, Program participation will be terminated and all accumulated and unredeemed Rewards Dollars will be forfeited. "Actively participate" means any of the following activities: activating their account online, rewards redemption, logging onto the Program website, contacting the Company's service center responsible for managing the Program, or by other specified activities identified on the Program website.

# In the event any of a participant's EMBARQ accounts are disconnected due to failure to pay, such participant shall be removed from the Program and all unredeemed Rewards Dollars will be forfeited.

Embarq reserves the right to terminate the Program at any time. No additional Rewards Dollars will be awarded from and after the Program termination date. If the Program is terminated by Embarq, Customers will be notified and will have ninety days from the date of notification during which to redeem any unused Rewards Dollars. Any Rewards Dollars not redeemed within that ninety day period are forfeited.

Misappropriation of Rewards Dollars or the violation of the Program terms may lead to appropriate administrative and/or legal action by Embarq, including but not limited to forfeiture of all accrued Rewards Dollars. Rewards Dollars may not be combined with or applied to other certificates, promotions or special offers, special rate programs, including, but not limited to: upgrades, tour/travel packages, group, internet, convention/company meeting, senior rates, companion rates, 3rd or 4th person rates, student or child rates, early bookings or value added price programs or repeat passenger or repeat guest programs, or industry discounts. Rewards Dollars cannot be combined with or transferred between any other Embarq partner reward program.

Neither Embarq nor any other supplier of any reward will have any liability whatsoever for redemptions made in good faith to individuals who claim to have authority to act on a Program participant's behalf. Embarq is not liable for errors or omissions by its employees or agents in interpreting or in carrying out the terms of this Program. Any and all tax liabilities arising from the Program are the sole responsibility of the Program participant.

Further information concerning the Program, including Rewards Dollars redemption options and other terms and conditions of the Program, is available at <u>www.embarq.com/businessrewards</u>. In the event of a conflict between any of the information set forth in the referenced website and this tariff, the terms and conditions of this tariff will prevail.

(N) | (N)

By: F. B. Poag Director SECTION A29 Third Revised Sheet 72 Cancelling Second Revised Sheet 72 Effective: June 21, 2006

#### DIGITAL NETWORK SERVICES

#### E. ENHANCED FRAME RELAY SERVICE (Cont'd)

- 6. Term Discount Plan (TDP) (Cont'd)
  - g. Termination Liability Charges will not apply when a service or rate element under a Term Discount Plan (TDP) arrangement is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested upgrade to a next generation service offering under the following conditions:

The service period of the new TDP arrangement for the new service offering is a period equal to or exceeding the remaining service period of the disconnected TDP, whichever is greater, and

The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service the disconnection of the existing service, and

The service orders to install the new service and disconnect the old service are for the same customer at the same location.

The Telephone Company will determine whether replacement service qualifies as a next generation service offering.

Nonrecurring charges and Service Charges for the new service will apply according to the requirements of the new service.

Service Charges are waived for one, two, three and five year term commitments (N) when the customer also subscribes to the Company's non-regulated 1.5 | Dedicated IP Service. (N)

- 7. Service Components
  - a. Administrative Charge Applies to changes in a customer's network configuration such as additions or changes of PVCs. Although multiple changes can be caused by such actions, only one administrative charge applies.

This administrative charge applies in addition to the applicable charges associated with Service Charges, as specified in Section A4 of this tariff.

By: F. B. Poag Director SECTION A29 Fifth Revised Sheet 75 Cancelling Fourth Revised Sheet 75 Effective: June 21, 2006

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#### DIGITAL NETWORK SERVICES

#### E. ENHANCED FRAME RELAY SERVICE (Cont'd)

- 8. Rates and Charges
  - a. Enhanced Frame Relay Access Line (EFRAL) (includes Access Line and Port)

	S&E Code	Monthly <u>Rate</u>	Nonrecurring Charge
56 Kbps			
Month to month	FCEALTA	\$115.00	\$395.00
12-23 months	FCEALTA(F1Y)	\$112.00	\$295.00
24-35 months	FCEALTA(F2Y)	\$110.00	\$195.00
36-59 months	FCEALTA(F3Y)	\$105.00	-0-
60-84 months	FCEALTA(F5Y)	\$ 95.00	-0-
64 Kbps*	- ( - )	· · · · · ·	-
Month to month	FCEALTC	\$117.20	\$445.00
12-23 months	FCEALTC(F1Y)	\$115.00	\$345.00
24-35 months	FCEALTC(F2Y)	\$112.50	\$245.00
36-59 months	FCEALTC(F3Y)	\$110.00	-0-
60-84 months	FCEALTC(F5Y)	\$100.00	-0-
128 Kbps			
Month to month	FCEALTD	\$230.00	\$495.00
12-23 months	FCEALTD(F1Y)	\$221.00	\$395.00
24-35 months	FCEALTD(F2Y)	\$218.50	\$295.00
36-59 months	FCEALTD(F3Y)	\$215.00	-0-
60-84 months	FCEALTD(F5Y)	\$205.00	-0-
256 Kbps			
Month to month	FCEALTE	\$330.00	\$525.00
12-23 months	FCEALTE(F1Y)	\$320.00	\$425.00
24-35 months	FCEALTE(F2Y)	\$315.00	\$325.00
36-59 months	FCEALTE(F3Y)	\$310.00	-0-
60-84 months	FCEALTE(F5Y)	\$300.00	-0-
384 Kbps			
Month to month	FCEALTF	\$395.00	\$550.00
12-23 months	FCEALTF(F1Y)	\$385.00	\$450.00
24-35 months	FCEALTF(F2Y)	\$380.00	\$350.00
36-59 months	FCEALTF(F3Y)	\$375.00	-0-
60-84 months	FCEALTF(F5Y)	\$360.00	-0-
512 Kbps			
Month to month	FCEALTG	\$445.00	\$575.00
12-23 months	FCEALTG(F1Y)	\$430.00	\$475.00
24-35 months	FCEALTG(F2Y)	\$425.00	\$375.00
36-59 months	FCEALTG(F3Y)	\$420.00	-0-
60-84 months	FCEALTG(F5Y)	\$405.00	-0-

\* 64 Kbps Clear Channel Capability is provided upon request where facilities are available (M) Material now appearing on this sheet formerly appeared on Seventh Revised Sheet 76.

By: F. B. Poag Director

**SECTION A29** Eighth Revised Sheet 76 Cancelling Seventh Revised Sheet 76 Effective: June 21, 2006

#### DIGITAL NETWORK SERVICES

#### ENHANCED FRAME RELAY SERVICE (Cont'd) Ε.

- 8. Rates and Charges (Cont'd)
  - a. Enhanced Frame Relay Access Line (EFRAL) (includes Access Line and Port) (Cont'd)

	S&E Code	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>	
1.544 Mbps				
Month to month	FCEALTB	\$517.75	\$795.00	
12-23 months	FCEALTB(F1Y)	\$490.00	\$595.00	
24-35 months	FCEALTB(F2Y)	\$480.00	\$395.00	
36-59 months	FCEALTB(F3Y)	\$470.00	-0-	
60-84 months	FCEALTB(F5Y)	\$445.00	-0-	
*3 Mbps (2xDS1)		·		
Month to month	FCEALTM	\$750.00	\$795.00	
12-23 months	FCEALTM(F1Y)	\$675.00	\$595.00	
24-35 months	FCEALTM(F2Y)	\$640.00	\$395.00	
36-59 months	FCEALTM(F3Y)	\$600.00	-0-	
60-84 months	FCEALTM(F5Y)	\$560.00	-0-	
*6 Mbps (4xDS1)				
Month to month	FCEALTN	\$1,275.00	\$795.00	
12-23 months	FCEALTN(F1Y)	\$1,210.00	\$595.00 <sup>1</sup>	
24-35 months	FCEALTN(F2Y)	\$1,145.00	\$395.00 <sup>1</sup>	
36-59 months	FCEALTN(F3Y)	\$1,115.00	-0-	
60-84 months	FCEALTN(F5Y)	\$ 995.00	-0-	
*9 Mbps (6xDS1)				
Month to month	FCEALTP	\$1,780.00	\$795.00	
12-23 months	FCEALTP(F1Y)	\$1,695.00	\$595.00	
24-35 months	FCEALTP(F2Y)	\$1,605.00	\$395.00	
36-59 months	FCEALTP(F3Y)	\$1,560.00	-0-	
60-84 months	FCEALTP(F5Y)	\$1,515.00	-0-	
*10.5 Mbps (7xDS1)		<b>*</b> ( <b>* * * *</b>		
Month to month	FCEALTY	\$1,960.00	\$795.00	
12-23 months	FCEALTY(F1Y)	\$1,860.00	\$595.00	
24-35 months	FCEALTY(F2Y)	\$1,760.00	\$395.00	
36-59 months	FCEALTY(F3Y)	\$1,710.00	-0-	
60-84 months	FCEALTY(F5Y)	\$1,660.00	-0-	
*12 Mbps (8xDS1) Month to month		¢2 025 00	¢705.00	
	FCEALTZ	\$2,035.00 \$1,031,00	\$795.00 \$505.00	
12-23 months 24-35 months	FCEALTZ(F1Y)	\$1,931.00 \$1,830.00	\$595.00 \$395.00	
36-59 months	FCEALTZ(F2Y) FCEALTZ(F3Y)	\$1,830.00 \$1,775.00	\$395.00 -0-	
60-84 months	FCEALTZ(F5Y)	\$1,725.00	-0- -0-	
00-04 11011115	I GEALIZ(FUT)	φ1,725.00	-0-	

\* Where facilities are available. CPE must be compliant with Frame Relay Forum.16 (FRF.16), Multilink Frame Relay Protocol Industry Standard.

<sup>1</sup> When the customer also subscribes to the Company's non-regulated 1.5 Mbps Dedicated IP Service (N) for one or two year term commitments, the Frame Relay Access Line (FRAL) NRCs will be \$500 and \$350, respectively.

(M) Material formerly appearing on this sheet now appears on Fifth Revised Sheet 75.

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By: F. B. Poag Director SECTION A29 Third Revised Sheet 81 Cancelling Second Revised Sheet 81 Effective: June 21, 2006

#### DIGITAL NETWORK SERVICES

#### E. ENHANCED FRAME RELAY SERVICE (Cont'd)

- 8. Rates and Charges (Cont'd)
  - d. Permanent Virtual Circuit (PVC) InterLATA (Cont'd)

Cir, Per PVC	S&E Code	Monthly Rate	Nonrecurring Charge
	<u>JAL COUE</u>	Trate	Charge
Over 48 thru 56 Kbps			
Frame for LAN	FCEALVI(GP3)	\$10.00	\$10.00
Frame for SNA	FCEALVI(GP2)	\$11.00	\$10.00
Frame for Voice	FCEALVI(GP1)	\$12.00	\$10.00
Over 56 thru 64 Kbps		ψ12.00	ψ10.00
Frame for LAN	FCEALVI(HP3)	\$11.00	\$10.00
Frame for SNA	FCEALVI(HP2)	\$12.00	\$10.00
Frame for Voice	FCEALVI(HP1)	\$13.00	\$10.00
Over 64 thru 128 Kbps		ψ15.00	ψ10.00
Frame for LAN	FCEALVI(IP3)	\$20.00	\$10.00
Frame for SNA	FCEALVI(IP3)	\$23.00	\$10.00
Frame for Voice	FCEALVI(IP1)	\$26.00	\$10.00
Over 128 thru 256 Kbps		φ20.00	φ10.00
Frame for LAN	FCEALVI(JP3)	\$26.00	\$10.00
Frame for SNA	FCEALVI(JP2)	\$30.00	\$10.00
Frame for Voice	FCEALVI(JP1)	\$30.00 \$34.00	\$10.00
Over 256 thru 384 Kbps		ψ34.00	φ10.00
Frame for LAN	FCEALVI(KP3)	\$31.00	\$10.00
Frame for SNA	FCEALVI(KP2)	\$34.00	\$10.00
Frame for Voice	FCEALVI(KP1)	\$38.00	\$10.00
Over 384 thru 512 Kbps		ψ30.00	φ10.00
Frame for LAN	FCEALVI(LP3)	\$36.00	\$10.00
Frame for SNA	FCEALVI(LP3)	\$30.00 \$40.00	\$10.00
Frame for Voice	FCEALVI(LP2)	\$40.00 \$45.00	\$10.00
Over 512 thru 768 Kbps	FUEALVI(LFT)	φ <b>4</b> 5.00	φ10.00
Frame for LAN	FCEALVI(MP3)	\$43.00	\$10.00
Frame for SNA	FCEALVI(MP3)	\$43.00 \$48.00	\$10.00
Frame for Voice	FCEALVI(MP2)	\$48.00 \$53.00	\$10.00
Over 768 thru 1.536 Mbps		ψ00.00	φ10.00
Frame for LAN	FCEALVI(NP3)	\$55.00	\$10.00 <sup>1</sup>
Frame for SNA	FCEALVI(NP3)	\$65.00 \$65.00	\$10.00
Frame for Voice	FCEALVI(NP2)	\$05.00 \$75.00	\$10.00
Over 1.536 thru 4 Mbps	FCEALVI(INFI)	\$75.00	φ10.00
Frame for LAN	FCEALVI(OP3)	\$125.00	\$10.00
Frame for SNA	FCEALVI(OP3)	\$125.00	\$10.00
			-
Frame for Voice	FCEALVI(OP1)	\$155.00	\$10.00
Over 4 thru 10 Mbps Frame for LAN		¢100.00	¢10.00
	FCEALVI(PP3)	\$180.00 \$200.00	\$10.00 \$10.00
Frame for SNA	FCEALVI(PP2)	\$200.00 \$220.00	\$10.00 \$10.00
Frame for Voice	FCEALVI(PP1)	\$220.00	\$10.00

<sup>1</sup> When the customer also subscribes to the Company's non-regulated 1.5 Mbps Dedicated IP (N) Service, the 1.5 PVC (InterLATA) nonrecurring charge will not apply. (N)

By: F. B. Poag Director <u>Ninth</u> Eighth Revised Sheet 6 Cancelling Eighth Seventh Revised Sheet 6 Effective: June 30, 2006 June 22, 2006

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By: F. B. Poag Director Fourth Third Revised Sheet 4 Cancelling Third Second Revised Sheet 4 Effective: June 30, 2006 June 22, 2006

## GENERAL EXCHANGE TARIFF FOR THE STATE OF FLORIDA

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By: F. B. Poag Director SECTION A13 <u>Thirteenth</u> <del>Twelfth</del> Revised Contents Sheet 6 Cancelling <u>Twelfth</u> <del>Eleventh</del> Revised Contents Sheet 6 Effective: <u>June 30, 2006</u> <del>June 22, 2006</del>

#### MISCELLANEOUS SERVICE ARRANGEMENTS

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By: F. B. Poag Director SECTION A13 <u>Third Second</u> Revised Sheet 124 Cancelling <u>Second</u> First Revised Sheet 124 Effective: June 30, 2006 November 1, 2005

#### MISCELLANEOUS SERVICE ARRANGEMENTS

#### CC. EMBARQ BUSINESS REWARDS PROGRAM

For the purpose of this sub-section A13.CC. concerning the EMBARQ Business Rewards Program, the term "Embarq" refers to Embarq Florida, Inc. and all Embarq Local Operating Company affiliates. The term "Company" refers solely to Embarq Florida, Inc.

EMBARQ Business Rewards Program ("Program") is an Embarq business customer loyalty program. The program allows customers who meet certain criteria set by the Company to earn Rewards Dollars that can be redeemed for various travel and entertainment products/services or other non-telecommunications/non-regulated products and services. Available Rewards options may change at the discretion of the Company and are provided for customer redemption on an availability basis. The Company does not guarantee availability of any option. In order to redeem Rewards Dollars, program participants must be current on payment of all their Embarq account(s).

All business customers who subscribe to services provided by the Company under this tariff and/or to Embarq High-Speed Internet (each an "Eligible Service") are eligible for enrollment in the Program. There is no charge to enroll and no term or volume commitment associated with the Program. Customers may terminate their participation in the Program at any time by notifying the Company. Eligible customers may activate their enrollment in the Program by calling an Embarq business office or in response to targeted Embarq contacts with eligible customers.

Customers enrolled in the Program will receive one Rewards Dollar for each dollar of Qualifying Usage (as defined below) the customer spends on Eligible Services. Qualifying Usage is calculated based upon the sum of the customer's monthly recurring charges for Eligible Services usage, less any applicable discounts, taxes, surcharges, FCC charges, 911 charges, or nonrecurring charges. Nonrecurring charges include service connection charges and installation charges. Rewards Dollars will accrue monthly based on the customer's Qualifying Usage. Qualifying Usage only may accrue after the customer enrolls in the Program. To earn Rewards Dollars, the enrolled customer must have an active account and that account must be in good standing, as determined by Embarq. Rewards Dollars have no direct monetary value, have no cash surrender value, and are only good towards redemption of the various products/services provided by Embarq.

In addition to the standard Rewards Dollars earned as outlined in this tariff, participants may, from time to time, be awarded additional Rewards Dollars (including bonus rewards) based upon specific purchases or actions. Consistent with applicable Commission requirements, a separate promotional filing will be made with respect to any such rewards that are based upon the purchase of regulated products or services or subscription to other tariffed offers.

By: F. B. Poag Director SECTION A13 <u>First Revised Sheet 125</u> <u>Cancelling</u> Original Sheet 125 Effective: <u>June 30, 2006</u> <del>June 22, 2006</del>

#### MISCELLANEOUS SERVICE ARRANGEMENTS

#### CC. EMBARQ <u>BUSINESS</u> REWARDS PROGRAM (Cont'd)

Program participants may change their service address within an Embarq service territory, add additional qualifying services, or make changes to the telephone numbers(s) associated with their enrolled account(s) and still continue as a Program participant. If a Program participant discontinues subscription to all Eligible Services, Program participation will be terminated and all accumulated and unredeemed Rewards Dollars will be forfeited, unless such customer maintains Program eligibility based upon spending with other participating Embarq companies. A Program participate may not redeem Rewards Dollars against a canceled account. If the former Program participant (1) returns to Embarq for the same or substantially equivalent services within ninety days of terminating services; (2) re-enrolls in the Program; and (3) requests reinstatement of forfeited Rewards Dollars, such Rewards Dollars will be reinstated.

If a program participant fails to "actively participate" in the Program during any one-year period following Program enrollment, Program participation will be terminated and all accumulated and unredeemed Rewards Dollars will be forfeited. "Actively participate" means any of the following activities: activating their account online, rewards redemption, logging onto the Program website, contacting the Company's service center responsible for managing the Program, or by other specified activities identified on the Program website.

In the event any of a participant's EMBARQ accounts are disconnected due to failure to pay, such participant shall be removed from the Program and all unredeemed Rewards Dollars will be forfeited.

Embarq reserves the right to terminate the Program at any time. No additional Rewards Dollars will be awarded from and after the Program termination date. If the Program is terminated by Embarq, Customers will be notified and will have ninety days from the date of notification during which to redeem any unused Rewards Dollars. Any Rewards Dollars not redeemed within that ninety day period are forfeited.

Misappropriation of Rewards Dollars or the violation of the Program terms may lead to appropriate administrative and/or legal action by Embarq, including but not limited to forfeiture of all accrued Rewards Dollars. Rewards Dollars may not be combined with or applied to other certificates, promotions or special offers, special rate programs, including, but not limited to: upgrades, tour/travel packages, group, internet, convention/company meeting, senior rates, companion rates, 3rd or 4th person rates, student or child rates, early bookings or value added price programs or repeat passenger or repeat guest programs, or industry discounts. Rewards Dollars cannot be combined with or transferred between any other Embarq partner reward program.

Neither Embarq nor any other supplier of any reward will have any liability whatsoever for redemptions made in good faith to individuals who claim to have authority to act on a Program participant's behalf. Embarq is not liable for errors or omissions by its employees or agents in interpreting or in carrying out the terms of this Program. Any and all tax liabilities arising from the Program are the sole responsibility of the Program participant.

Further information concerning the Program, including Rewards Dollars redemption options and other terms and conditions of the Program, is available at <u>www.embarq.com/businessrewards</u>. In the event of a conflict between any of the information set forth in the referenced website and this tariff, the terms and conditions of this tariff will prevail.

By: F. B. Poag Director SECTION A29 <u>Third</u> <del>Second</del> Revised Sheet 72 Cancelling <u>Second</u> <del>First</del> Revised Sheet 72 Effective: <u>June 30, 2006</u> <del>May 1, 2003</del>

#### DIGITAL NETWORK SERVICES

#### E. ENHANCED FRAME RELAY SERVICE (Cont'd)

- 6. Term Discount Plan (TDP) (Cont'd)
  - g. Termination Liability Charges will not apply when a service or rate element under a Term Discount Plan (TDP) arrangement is disconnected prior to the expiration of a selected service period as a result of a change in tariff jurisdiction and/or a customer requested upgrade to a next generation service offering under the following conditions:

The service period of the new TDP arrangement for the new service offering is a period equal to or exceeding the remaining service period of the disconnected TDP, whichever is greater, and

The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service the disconnection of the existing service, and

The service orders to install the new service and disconnect the old service are for the same customer at the same location.

The Telephone Company will determine whether replacement service qualifies as a next generation service offering.

Nonrecurring charges and Service Charges for the new service will apply according to the requirements of the new service.

Service Charges are waived for one, two, three and five year term commitments when the customer also subscribes to the Company's non-regulated 1.5 Dedicated IP Service.

- 7. Service Components
  - a. Administrative Charge Applies to changes in a customer's network configuration such as additions or changes of PVCs. Although multiple changes can be caused by such actions, only one administrative charge applies.

This administrative charge applies in addition to the applicable charges associated with Service Charges, as specified in Section A4 of this tariff.

By: F. B. Poag Director SECTION A29 <u>Fifth</u> Fourth Revised Sheet 75 Cancelling <u>Fourth</u> Third Revised Sheet 75 Effective: <u>June 30, 2006</u> May 5, 2004

#### DIGITAL NETWORK SERVICES

#### E. ENHANCED FRAME RELAY SERVICE (Cont'd)

- 8. Rates and Charges
  - a. Enhanced Frame Relay Access Line (EFRAL) (includes Access Line and Port)

	S&E Code	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
56 Kbps			
Month to month	FCEALTA	\$115.00	\$395.00
12-23 months	FCEALTA(F1Y)	\$112.00	\$295.00
24-35 months	FCEALTA(F2Y)	\$110.00	\$195.00
36-59 months	FCEALTA(F3Y)	\$105.00	-0-
60-84 months	FCEALTA(F5Y)	\$ 95.00	-0-
64 Kbps*	( )		
Month to month	FCEALTC	\$117.20	\$445.00
12-23 months	FCEALTC(F1Y)	\$115.00	\$345.00
24-35 months	FCEALTC(F2Y)	\$112.50	\$245.00
36-59 months	FCEALTC(F3Y)	\$110.00	-0-
60-84 months	FCEALTC(F5Y)	\$100.00	-0-
128 Kbps	· · · · ·		
Month to month	FCEALTD	\$230.00	\$495.00
12-23 months	FCEALTD(F1Y)	\$221.00	\$395.00
24-35 months	FCEALTD(F2Y)	\$218.50	\$295.00
36-59 months	FCEALTD(F3Y)	\$215.00	-0-
60-84 months	FCEALTD(F5Y)	\$205.00	-0-
256 Kbps			
Month to month	FCEALTE	\$330.00	\$525.00
12-23 months	FCEALTE(F1Y)	\$320.00	\$425.00
24-35 months	FCEALTE(F2Y)	\$315.00	\$325.00
36-59 months	FCEALTE(F3Y)	\$310.00	-0-
60-84 months	FCEALTE(F5Y)	\$300.00	-0-
384 Kbps			
Month to month	FCEALTF	\$395.00	\$550.00
12-23 months	FCEALTF(F1Y)	\$385.00	\$450.00
24-35 months	FCEALTF(F2Y)	\$380.00	\$350.00
36-59 months	FCEALTF(F3Y)	\$375.00	-0-
60-84 months	FCEALTF(F5Y)	\$360.00	-0-
<u>512 Kbps</u>			
Month to month	FCEALTG	\$445.00	<u>\$575.00</u>
12-23 months	FCEALTG(F1Y)	\$430.00	\$475.00
24-35 months	FCEALTG(F2Y)	\$425.00	\$375.00
36-59 months	FCEALTG(F3Y)	\$420.00	-0-
60-84 months	FCEALTG(F5Y)	\$405.00	-0-

\* 64 Kbps Clear Channel Capability is provided upon request where facilities are available

By: F. B. Poag Director SECTION A29 <u>Eighth</u> Seventh Revised Sheet 76 Cancelling <u>Seventh</u> Sixth Revised Sheet 76 Effective: June 30, 2006 November 17, 2004

#### DIGITAL NETWORK SERVICES

#### E. ENHANCED FRAME RELAY SERVICE (Cont'd)

- 8. Rates and Charges (Cont'd)
  - a. Enhanced Frame Relay Access Line (EFRAL) (includes Access Line and Port) (Cont'd)

	S&E Code	Monthly <u>Rate</u>	Nonrecurring Charge
<del>512 Kbps</del>		<u>itate</u>	onarge
	FCEALTG	\$445.00	\$575.00
	FCEALTG(F1Y)	\$430.00	\$475.00
	FCEALTG(F2Y)	\$425.00	\$375.00
	FCEALTG(F3Y)	\$420.00	- <del>0-</del>
60-84 months	FCEALTG(F5Y)	\$405.00	-0-
1.544 Mbps		••••••	-
Month to month	FCEALTB	\$517.75	\$795.00
12-23 months	FCEALTB(F1Y)	\$490.00	\$595.00
24-35 months	FCEALTB(F2Y)	\$480.00	\$395.00
36-59 months	FCEALTB(F3Y)	\$470.00	-0-
60-84 months	FCEALTB(F5Y)	\$445.00	-0-
*3 Mbps (2xDS1)			
Month to month	FCEALTM	\$750.00	\$795.00
12-23 months	FCEALTM(F1Y)	\$675.00	\$595.00
24-35 months	FCEALTM(F2Y)	\$640.00	\$395.00
36-59 months	FCEALTM(F3Y)	\$600.00	-0-
60-84 months	FCEALTM(F5Y)	\$560.00	-0-
*6 Mbps (4xDS1)			
Month to month	FCEALTN	\$1,275.00	\$795.00
12-23 months	FCEALTN(F1Y)	\$1,210.00	\$595.00 <sup>1</sup>
24-35 months	FCEALTN(F2Y)	\$1,145.00	\$395.00 <sup>1</sup>
36-59 months	FCEALTN(F3Y)	\$1,115.00	-0-
60-84 months	FCEALTN(F5Y)	\$ 995.00	-0-
*9 Mbps (6xDS1)		• • • • • •	
Month to month	FCEALTP	\$1,780.00	\$795.00
12-23 months	FCEALTP(F1Y)	\$1,695.00	\$595.00
24-35 months	FCEALTP(F2Y)	\$1,605.00	\$395.00
36-59 months	FCEALTP(F3Y)	\$1,560.00	-0-
60-84 months	FCEALTP(F5Y)	\$1,515.00	-0-
*10.5 Mbps (7xDS1)	- ( - )	<b>, , , , , , , , , ,</b>	-
Month to month	FCEALTY	\$1,960.00	\$795.00
12-23 months	FCEALTY(F1Y)	\$1,860.00	\$595.00
24-35 months	FCEALTY(F2Y)	\$1,760.00	\$395.00
36-59 months	FCEALTY(F3Y)	\$1,710.00	-0-
60-84 months	FCEALTY(F5Y)	\$1,660.00	-0-
*12 Mbps (8xDS1)		<i>•••••••••••••••••••••••••••••••••••••</i>	-
Month to month	FCEALTZ	\$2,035.00	\$795.00
12-23 months	FCEALTZ(F1Y)	\$1,931.00	\$595.00
24-35 months	FCEALTZ(F2Y)	\$1,830.00	\$395.00
36-59 months	FCEALTZ(F3Y)	\$1,775.00	-0-
60-84 months	FCEALTZ(F5Y)	\$1,725.00	-0-
		φ1,1 <u>20.00</u>	Ū

\* Where facilities are available. CPE must be compliant with Frame Relay Forum.16 (FRF.16), Multilink Frame Relay Protocol Industry Standard.

<sup>1</sup> When the customer also subscribes to the Company's non-regulated 1.5 Mbps Dedicated IP Service for one or two year term commitments, the Frame Relay Access Line (FRAL) NRCs will be \$500 and \$350, respectively.

By: F. B. Poag Director SECTION A29 <u>Third Second</u> Revised Sheet 81 Cancelling <u>Second</u> First Revised Sheet 81 Effective: June 30, 2006 October 26, 2001

#### DIGITAL NETWORK SERVICES

#### E. ENHANCED FRAME RELAY SERVICE (Cont'd)

- 8. Rates and Charges (Cont'd)
  - d. Permanent Virtual Circuit (PVC) InterLATA (Cont'd)

Cir, Per PVC	S&E Code	Monthly Rate	Nonrecurring <u>Charge</u>
Over 48 thru 56 Kbps			
Frame for LAN	FCEALVI(GP3)	\$10.00	\$10.00
Frame for SNA	FCEALVI(GP2)	\$11.00	\$10.00
Frame for Voice	FCEALVI(GP1)	\$12.00	\$10.00
Over 56 thru 64 Kbps		ψ12.00	φ10.00
Frame for LAN	FCEALVI(HP3)	\$11.00	\$10.00
Frame for SNA	FCEALVI(HP2)	\$12.00	\$10.00
Frame for Voice	FCEALVI(HP1)	\$13.00	\$10.00
Over 64 thru 128 Kbps		<b><i><i>Q</i></i></b> 10100	<b><i><i>(</i></i></b> )
Frame for LAN	FCEALVI(IP3)	\$20.00	\$10.00
Frame for SNA	FCEALVI(IP2)	\$23.00	\$10.00
Frame for Voice	FCEALVI(IP1)	\$26.00	\$10.00
Over 128 thru 256 Kbps		<b>\$</b> _0.00	<b></b>
Frame for LAN	FCEALVI(JP3)	\$26.00	\$10.00
Frame for SNA	FCEALVI(JP2)	\$30.00	\$10.00
Frame for Voice	FCEALVI(JP1)	\$34.00	\$10.00
Over 256 thru 384 Kbps			·
Frame for LAN	FCEALVI(KP3)	\$31.00	\$10.00
Frame for SNA	FCEALVI(KP2)	\$34.00	\$10.00
Frame for Voice	FCEALVI(KP1)	\$38.00	\$10.00
Over 384 thru 512 Kbps			
Frame for LAN	FCEALVI(LP3)	\$36.00	\$10.00
Frame for SNA	FCEALVI(LP2)	\$40.00	\$10.00
Frame for Voice	FCEALVI(LP1)	\$45.00	\$10.00
Over 512 thru 768 Kbps			
Frame for LAN	FCEALVI(MP3)	\$43.00	\$10.00
Frame for SNA	FCEALVI(MP2)	\$48.00	\$10.00
Frame for Voice	FCEALVI(MP1)	\$53.00	\$10.00
Over 768 thru 1.536 Mbps			
Frame for LAN	FCEALVI(NP3)	\$55.00	\$10.00 <sup>1</sup>
Frame for SNA	FCEALVI(NP2)	\$65.00	\$10.00
Frame for Voice	FCEALVI(NP1)	\$75.00	\$10.00
Over 1.536 thru 4 Mbps			
Frame for LAN	FCEALVI(OP3)	\$125.00	\$10.00
Frame for SNA	FCEALVI(OP2)	\$140.00	\$10.00
Frame for Voice	FCEALVI(OP1)	\$155.00	\$10.00
Over 4 thru 10 Mbps			
Frame for LAN	FCEALVI(PP3)	\$180.00	\$10.00
Frame for SNA	FCEALVI(PP2)	\$200.00	\$10.00
Frame for Voice	FCEALVI(PP1)	\$220.00	\$10.00

<sup>1</sup> <u>When the customer also subscribes to the Company's non-regulated 1.5 Mbps Dedicated IP Service, the</u> <u>1.5 PVC (InterLATA) nonrecurring charge will not apply.</u>