Voice Data Internet Wireless Entertainment



Overland Park, KS 66211

August 22, 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: **TK001**

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Florida Tariff P.S.C. No. 2. This filing is submitted with a proposed effective date of August 24, 2006. The Company's tariffs are available on it's website at www.embarg.com/tariffs.

8th Revised Page 2 2nd Revised Page 2.1 2nd Revised Page 9 1st Revised Page 9.2 3rd Revised Page 10 3rd Revised Page 11 2nd Revised Page 15 1st Revised Page 20 1st Revised Page 21 2nd Revised Page 27 2nd Revised Page 44 2nd Revised Page 46	1st Revised Page 54.2 1st Revised Page 56 1st Revised Page 57 1st Revised Page 60 1st Revised Page 61 1st Revised Page 62 1st Revised Page 65.1 1st Revised Page 65.2 1st Revised Page 65.3 1st Revised Page 65.4 1st Revised Page 65.5 1st Revised Page 65.6	1st Revised Page 65.9 1st Revised Page 65.10 1st Revised Page 65.11 1st Revised Page 65.12 1st Revised Page 65.13 1st Revised Page 65.14 1st Revised Page 65.15 1st Revised Page 65.16 1st Revised Page 65.17 1st Revised Page 65.17 1st Revised Page 65.18 1st Revised Page 65.19 1st Revised Page 65.20	1st Revised Page 65.23 1st Revised Page 65.24 1st Revised Page 65.25 2nd Revised Page 70 2nd Revised Page 75 2nd Revised Page 101 2nd Revised Page 122 2nd Revised Page 123 2nd Revised Page 149 1st Revised Page 159 1st Revised Page 160 1st Revised Page 163
2nd Revised Page 48	1st Revised Page 65.7	1st Revised Page 65.21	1st Revised Page 163
2nd Revised Page 51	1st Revised Page 65.8	1st Revised Page 65.22	

This filing introduces an SDS Toll Free Option for Business Anytime, Business Basics, Simple Rate, Business Sense and Block of Time for Small Business. Additionally, this filing makes minor housekeeping changes.

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 me.

Sincerely,

Mary L. Matthews cc: Nancy Schnitzer Attachments FL 06-61

> Mary L. Matthews TARIFF ANALYST II Voice: (913) 345-7721 Fax: (913) 345-6756 Mary.L.Matthews@embarq.com

CHECK SHEET

The Title Page and Pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Tariff pages that are in effect on the date shown on each page.

^{*}Asterisk indicates changes in current Tariff filing.

Sheet	<u>F</u>	Revision No	Sheet 27	*	Revision No. 2nd	Sheet 59		Revision No.	Sheet 70	Revision No. * 2nd
2	*	Original 8th	28		1st	60	*	Original 1st	70 71	1st
2.1	*	2nd	29		2nd	61	*	1st	72	1st
3		2nd 2nd	30			62	*		73	
					2nd	63		1st		1st
3.1		Original	31 32		1st	64		1st 1st	74 75	1st * 2nd
4		Original			1st				75 76	
4 5 6 7		2nd	33		2nd	65	*	2nd		1st
0		2nd	34		2nd	65.1	*	1st	77 70	1st
/		1st	35		1st	65.2	*	1st	78	1st
8	*	Original	36		1st	65.3	*	1st	79	1st
9	*	2nd	37		1st	65.4	*	1st	80	1st
9.1		Original	38		1st	65.5		1st	81	1st
9.2	*	1st	39		1st	65.6	*	1st	82	1st
10	*	3rd	40		1st	65.7	*	1st	83	1st
10.1		Original	41		1st	65.8	*	1st	84	1st
10.2		Original	42		1st	65.9	*	1st	85	1st
10.3		Original	43		1st	65.10	*	1st	86	1st
10.4		Original	44	*	2nd	65.11	*	1st	87	1st
10.5		Original	45		1st	65.12	*	1st	88	1st
11	*	3rd a	46	*	2nd	65.13	*	1st	89	1st
11.1		Original	47		1st	65.14	*	1st	90	1st
12		Original	48	*	2nd	65.15	*	1st	91	1st
13		Original	49		2nd	65.16	*	1st	92	1st
14		Oriğinal	49.1		Original	65.17	*	1st	93	1st
15	*	2nď	49.2		Original	65.18	*	1st	94	1st
16		Original	50		1st	65.19	*	1st	95	1st
17		Oriğinal	51	*	2nd	65.20	*	1st	96	1st
18		Oriğinal	52		Original	65.21	*	1st	97	1st
19		Original	53		Original	65.22	*	1st	98	1st
20	*	1st	54		Original	65.23	*	1st	99	1st
21	*	1st	54.1		Original	65.24	*	1st	100	1st
22		Original	54.2	*	1st	65.25	*	1st		
23		Original	55		Original	66		1st		
24		Original	56	*	1st	67		1st		
25		1st	57	*	1st	68		1st		
26		1st	58		Original	69		1st		
20		101	50		Original	55		100		

CHECK SHEET

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Sheet	Revision No	Sheet		Revision No.	Sheet		Revision No.	Sheet	F	Revision No.
101	* 2nd	119		1st	137		1st	155		Original
102	1st	120		1st	138		1st	156		Original
103	1st	121		1st	139		1st	157		Original
104	1st	122	*	2nd	140		1st	158		Original
105	1st	123	*	2nd	141		1st	159	*	1st
106	1st	124		1st	142		1st	160	*	1st
107	1st	125		1st	143		1st	161		1st
108	1st	126		1st	144		1st	162		Original
109	1st	127		1st	145		1st	163	*	1st
110	1st	128		1st	146		1st	164		Original
111	1st	129		1st	147		1st	165		Original
112	1st	130		1st	148		1st	166		Original
113	1st	131		1st	149	*	2nd	167		Original
114	1st	132		1st	150		2nd	168		Original
115	1st	133		1st	151		Original			
116	1st	134		1st	152		Original			
117	1st	135		1st	153		Original			
118	1st	136		1st	154		Original			

(C)

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. **DEFINITIONS**

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below.

Access Arrangement

Any equipment or access facility necessary to connect the Customer's **voice**/video/data/video equipment to a Company point-of-presence for transmission purposes.

Access Channel

Access Channel is the ingress channel into the data network.

Access Service Request (ASR)

Access Service Request is an order to provide the Customer with Data Services or to provide changes to existing Data Services.

Analog Transmission

Information transmitted in the form of continuously varying signal current and/or voltage.

Authorized User

The term "Authorized User" denotes a person, firm or corporation who is authorized by the Subscriber to be connected to the service of the Subscriber.

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3. <u>DEFINITIONS</u> (Continued)

Carrier

Any provider of intrastate interexchange telecommunications services.

Casual Caller

The term "Casual Caller" denotes any person who uses the Company's Casual Caller Service from an equal access end office who does not have a current account with the Company, to include:

- A. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- B. Any person located in an equal access area who voluntarily terminated their Company account as set forth in Section 4 but continues to make calls over the Company's network.
- C. Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Section 4 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in the Company's billing system.

The terms, conditions and Casual Caller rates as specified in Section 7.1 of this Tariff apply to all calls made by Casual Callers. By placing a call on the Company's network, a Casual Caller accepts and agrees to the Casual Caller terms and conditions and rates. The Company **will file** Tariffs with the Florida Public Service Commission that apply to Casual Callers who use dial-around 1+ Services.

Company

The term "Company" refers to Embarg Communications, Inc.

3. <u>DEFINITIONS</u> (Continued)

Customer (a.k.a. Subscriber)

The term "Customer" or "Subscriber" denotes the person, firm, company, corporation, or other entity, including Casual Callers, having a communications requirement of its own which uses services under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Tariff.

Data

The representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

Data Speed (bps)

The line speed which is commonly measured in bits per second.

Digital Transmission

Information transmitted in the form of digitally encoded signals.

DS-0

A 64 Kbps digital transmission system equivalent to one voice frequency circuit/channel.

DS-1

A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels

DS-3

A 1.544 Mbps digital transmission system equivalent to 672 voice frequency circuits/channels or 28 DS-1 facilities.

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3. <u>DEFINITIONS</u> (Continued)

Qualified Residential

Business customer's employees, listed in the product section herein as qualified residential, may subscribe to the business customer's service for satellite locations (e.g., from home). The satellite locations will receive the customer's applicable underlying business rates as defined in this Tariff. The usage of the business customer's employees' services will be invoiced to the business customer and the business customer will be financially responsible for payment of such employee's usage.

Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Regular Billing

The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one (1) invoice for each account assigned to the Customer, or in the case of Data Services, one (1) invoice for each Customer together with explanatory detail showing the derivation of the charges.

Regular Voice Grade Facility

A communications channel with a bandwidth of approximately 2,700 Hertz (300 to 3,000 Hertz).

Serving Wire Center

The term "Serving Wire Center" denotes the physical location within a local exchange company's central office or other service provider's facility used to determine mileage sensitive rates. There is a serving wire center associated with each Customer location and each Company location.

Subscriber

(D)

See "Customer".

Switched Data Services (SDS)

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Switched Data Services (SDS)" is the term used to describe dial-up data and video communications messages that are transmitted over the public switched network. Access to SDS is available using either the domestic and internationally defined and accepted protocol standard for Integrated Services Digital Network (ISDN) or the Switched 56 protocol standard

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4. TERMS AND CONDITIONS (Continued)

4.4 Minimum Service Period

A minimum period for service will be one month (30 days) for all services except where special construction is required or as described elsewhere in this Tariff.

4.5 Ownership of Facilities

Title to all facilities provided by the Company in accordance with these regulations remains with the Company.

4.6 Application for Service

The Company may require a Subscriber to sign an application form furnished by the Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established, may be subject to the provisions as described elsewhere in this Tariff.

The Company may also require a signed authorization from the Subscriber for additions to or changes in existing service for such a Subscriber.

An application for service cancelled by the Subscriber or the Company prior to the establishment of the service applied for is subject to the Cancellation For Cause or Disconnection of Service Customer Cancellation of Service provisions as described elsewhere in this Tariff.

Additional terms and conditions associated with application for service, if applicable, are specified elsewhere in this Tariff for the particular services affected.

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4. TERMS AND CONDITIONS (Continued)

4.9 Interruption of Service

It shall be the obligation of the Subscriber to notify the Company of any interruption of service. Before giving such notice, the Subscriber shall ascertain that the trouble is not being caused by any action or omission of the Subscriber or is not in the wiring or equipment connected to the terminal of the Company.

4.10 Cancellation For Cause

The Company, by written notice to Subscriber or applicant, may immediately cancel the application for and/or discontinue service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to the Company for service for more than thirty (30) days beyond the date of rendition of the bill for such service.
- **B**. Non-payment of any sum due to the Company for service for more than thirty (30) days beyond rendition of the bill on any Company account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past **due**;
- **C**. A violation of or failure to comply with any regulation governing the furnishing of service.
- **D**. An order of a court or other government authority having jurisdiction which prohibits (T) the Company from furnishing service.
- **E**. Failure to post the deposit required by the deposit notice as specified elsewhere in this Tariff. (T)
- **F**. Customer places repeated harassing phone calls to the Company including calls in which the caller uses abusive language. (T)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)

4.11 Disconnection of Service Customer Cancellation of Service

By giving advance verbal or written notice, Subscriber may disconnect service at any time following the one month (30 days) minimum service requirement as described elsewhere in this Tariff.

The Company will have up to thirty (30) days to complete the disconnect. Subscriber will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the Subscriber.

4.12 Service Hours

Service is available twenty-four (24) hours a day, seven (7) days a week.

4.13 Restricted Service

Under certain circumstances, as described below, a Customer's long distance service may be suspended, and the Customer routed to a receivable operator if the Customer has incurred significant pre-bill charges and one or more of the following apply:

- A. The Customer does not have credit information available from one of the major credit reporting agencies;
- B. The Customer has poor credit based on industry standards;
- C. The Customer has not paid a bill in a timely manner; or
- D. The Customer's usage resembles fraudulent usage.

If the Customer is routed to a voice response unit, the Customer will be advised that their service has been restricted. The Customer will be provided the option of either: 1) making a prepayment using a credit card or 2) dialing a toll free number to speak with a collection representative.

The receivables operator or collection representative will explain the reasons for the restricted service and the requirements for the Customer to resume unrestricted service. For example, if the Customer has not paid a bill in a timely manner (in compliance with the requirements of Payment of Charges as specified elsewhere in this Tariff), payment of the outstanding bill will be requested. The Company also may request a deposit or a demonstration that the Customer incurred similar charges with another carrier and paid such carrier in a timely manner.

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4. TERMS AND CONDITIONS (Continued)

4.17 Rate Periods (Continued)

The following rate periods are applicable for Consumer Sense Service. The beginning rate period for outbound calls is determined by the time at the point of origination.

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
7:00 AM							
to			Peak				
7:00 PM*							
7:00 PM							
to		С	ff-Peak				
7:00 AM*							

^{*} To but not including.

The following rate periods are applicable for Legacy Residential Toll Free Service. The beginning rate period is determined at the point of termination.

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
24 hours			Peak			Off-F	Peak

* To but not including.

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6. <u>BUSINESS SERVICES</u> (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.1 Solutions Service (Continued)

B. Business Simple Rate

Business Simple Rate plan is available to small business customers. Customers must: 1) subscribe to a monthly minimum usage level of \$30.00 or \$50.00 and 2) select the Company as their Primary Interexchange Carrier. There is no monthly recurring charge associated with this product.

Customers whose total monthly long distance usage charges do not meet the monthly minimum usage level will be assessed the difference between their total long distance usage charges and their subscribed monthly minimum usage level.

Toll Free Service is available with this product. A monthly recurring charge for Toll Free Service applies.

(1) Dial-1 Rates

Calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

	Monthly N	<u>/linimum Usage Level</u>
	\$30.00	\$50.00
Per Minute	\$.06	\$.055

(2) SDS and SDS Roll Free Rates

Calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

Per Minute \$.1430 \$.1430

(3) Monthly Recurring Charge

No Monthly Recurring Charge applies.

(4) EMBARQ Calling Card Service Rates

EMBARQ Calling Card calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

	Monthly Minimum Usage Level		
	<u>\$30.00</u>	<u>\$50.00</u>	
Per Minute Connection Fee, per Call	\$0.10 \$.90	\$0.10 \$.90	
Connection rec, per can	ψ.50	ψ.50	

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6. <u>BUSINESS SERVICES</u> (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.1 Solutions Service (Continued)

C. Business AnyTime

Business AnyTime offers business customers a flat rate for Dial-1, EMBARQ Calling Card, and SDS Services. Toll Free Service is available with this product. A monthly recurring charge for Toll Free Service applies.

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

(1) <u>Dial-1 Rates</u>

Per Minute \$.0780

(2) SDS and SDS Toll Free Rate

(N)

Per Minute \$.1430

(3) Monthly Recurring Charge

\$5.00*

The monthly recurring charge is identical to, and not in addition to, the monthly recurring charge for companion interstate service as specified in the Company's interstate Residential Schedule located at www.embarq.com/tariffs.

(4) EMBARQ Calling Card Service Rates

Per Minute \$.0780 Connection Fee, per Call \$.55

(5) Toll Free Service Option

Per Minute \$.1000

(a) Monthly Recurring Charge

\$5.00

This monthly recurring charge is identical to, and not in addition to, the monthly recurring charge for companion interstate service as specified in the Company's interstate Residential Schedule located at www.embarg.com/tariffs.

- 6. BUSINESS SERVICES (Continued)
 - 6.1 Message Telecommunications Services (MTS) (Continued)
 - 6.1.1 <u>Solutions Service</u> (Continued)
 - D. <u>Block of Time for Small Business</u> (Continued)
 - (1) <u>Dial-1, Toll Free Service & Qualified Residential Rates</u>
 - (a) Monthly Recurring Charges

Total Block of Domestic Minutes	Monthly Charge
100	\$10.00*
400	\$24.00*
500	\$30.00*
600	\$36.00*

* This charge is identical to, and not in addition to, the monthly recurring charge for companion interstate service as specified in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

Total Block of Domestic Minutes	Monthly Charge
1,000	\$10.00**
2,000	\$20.00 **
3,500	\$35.00 **
5,000	\$50.00 **

^{**} The monthly recurring charge which affords Customers the ability to place interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarg.com/tariffs.

(b) Overage Rate

The following per minute rates apply for applicable interstate and intrastate minutes above the block:

Overage Per Minute \$0.1000

(2) SDS and SDS Toll Free Rate

(N)

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

Per Minute \$0.1430

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6. <u>BUSINESS SERVICES</u> (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.2 <u>Business Sense</u> (continued)

A.	Dial-1 Rates	Per Minute
		_

Per Minute \$.1420

B. SDS and SDS Toll Free Rate \$.2520

All calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

C. Monthly Recurring Charge

No monthly recurring charge applies.

D. **EMBARQ Calling Card** Business Sense Rates

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(N)

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the following surcharge and usage rates.

Per Minute \$.1420

Connection Fee, per Call \$.80

E. Toll Free Service Option

Per Minute \$.1420

(a) Monthly Recurring Charge \$5.00

This monthly recurring charge is identical to, and not in addition to, the monthly recurring charge for companion interstate service as specified in the Company's interstate Business Schedule located at www.embarg.com/tariffs.

- 6. BUSINESS SERVICES (Continued)
 - 6.1 Message Telecommunications Services (MTS) (Continued)
 - 6.1.4 <u>Business Basics</u> (Continued)
 - C. Toll Free Service Option

Per Minute \$0.10

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

D. SDS and SDS Toll Free Rate

(N)

Per Minute \$0.2520

All calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

7.	MISCELLANEOUS SERVICES	(Continued)
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7.2 **EMBARQ Calling Card Service**

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7.2.1. General

EMBARQ Calling Card Service is available to business and residential Customers who subscribe to Message Telecommunications Services (MTS). All Subscribers will receive a **EMBARQ Calling Card** for use when away from the established primary service location. **EMBARQ Calling Card** access can be from tone-generating or rotary-dial telephone instruments and is available for origination as described in Section 2. **EMBARQ Calling Card** Service Subscribers access the Company's network by dialing "1-800-877-8000", plus "0," the called telephone number and **EMBARQ Calling Card** number.

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A per call connection fee plus Per Minute usage rates apply when a **EMBARQ Calling Card** is used by **EMBARQ Calling Card** Customers for calls originating and terminating within the State of Florida.

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If a Company Operator assists in call placement, applicable Operator Service Call Placement Charge and Per Minute usage rates will apply in lieu of the **EMBARQ** Calling Card surcharge and Per Minute usage rates.

(T) (T)

The **EMBARQ Calling Card** rates for business Customers are listed with the specific services with which **EMBARQ Calling Card** Service is provided. For residential Customers, the following per call connection fee and per minute usage rates will apply for all residential services with which **EMBARQ Calling Card** Service is provided unless specific **EMBARQ Calling Card** rates are specified elsewhere in this Tariff for a particular service.

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In addition, the same usage rates and surcharge apply when:

A. The Company enters into an agreement with a reseller to serve as their alternate long-distance carrier in those regions where the reseller cannot provide service,

(T)

B. The Company participates in an agreement with a Local Exchange Carrier to provide **EMBARQ Calling Card** Service via a special 800# offered in conjunction with the LEC Calling Card.

\$.99

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7.2.2. Residential EMBARQ Calling Card Rates

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Rate Per Minute \$.59

B. Connection Fee, Per Call

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7. MISCELLANEOUS SERVICES (Continued)

7.3 Directory Assistance (DA)

7.3.1. General

The Company provides the service of connecting Customers to a nationwide Directory Assistance operator for a per-call charge for intrastate information requests. Customers can receive up to two numbers per request. In order to obtain two numbers, the Customer must request two numbers once the Customer reaches the live operator. The fee applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested telephone number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

A credit allowance for Directory Assistance will be provided upon request if a Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.

National Directory Assistance Service gives a Customer the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. National Directory Assistance Service is offered when a Customer requests intrastate Directory Assistance. A call completion charge applies in addition to the Directory Assistance per-call charge if the Customer accepts the offer. When two numbers are requested from Directory Assistance only the second call can be completed. The call completion fee will not apply if the call cannot be completed.

When a Company Operator assists with a Directory Assistance call the appropriate operator handling charges will apply in addition to the Directory Assistance charge.

Calls placed to Directory Assistance utilizing a **EMBARQ Calling Card** will incur both the **EMBARQ Calling Card** connection fee as well as the applicable Directory Assistance per-call charge.

Requests will be limited to two (2) per call.

A credit allowance for Directory Assistance will be provided upon request if the Subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number or misdials the intended Directory Assistance number.

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ISSUED: 08-22-06

7 Miscellaneous Services (Continued)

7.4 Operator Service (Continued)

7.4.2 Rates and Charges

The following rates will apply to operator handled calls placed within the State of Florida. Calls placed by Customers utilizing these services will be charged their respective usage rates plus the applicable Call Placement Charge(s) or Connection Fee.

A. Call Placement Charges or Connection Fees

Class Of Service	0	Placement Cl r Connection ransient IntraLATA	•
 (1) Station-to-Station (a) Station-to-Station LEC (2) Person-to-Person (3) Collect Station-to-Station (4) Collect Person-to-Person (5) Third-Party Billing (a) Station-to-Station (b) Person-to-Person (6) LEC Calling Card (2) (a) Operator Dialed Station-to-Station (b) Customer Dialed Station-to-Station (c) Person-to-Person (7) Problem Assistance (8) Operator Dialed Surcharge (3) 	\$5.50 5.50 4.90 5.50 4.90 5.50 4.90 5.50 4.90 0.00	\$5.50 5.50 2.98 5.50 2.98 5.50 2.98 5.50 5.50 2.98 0.00	\$1.75 1.75 3.25 1.75 3.25 1.75 3.25 1.75 1.75 3.25 0.00
 (a) Station-to-Station LEC (2) Person-to-Person (3) Collect Station-to-Station (4) Collect Person-to-Person (5) Third-Party Billing (a) Station-to-Station (b) Person-to-Person (6) LEC Calling Card (2) (a) Operator Dialed Station-to-Station (b) Customer Dialed Station-to-Station (c) Person-to-Person 	5.50 4.90 5.50 4.90 5.50 4.90 5.50 5.50 4.90	5.50 2.98 5.50 2.98 5.50 2.98 5.50 5.50 2.98	1.75 3.25 1.75 3.25 1.75 3.25 1.75 1.75 3.25

Pay Telephone Service is provided to end users of LEC and non-LEC payphones, hotels, motels, hospitals, universities and other transient locations, pursuant to Rule 25-24.516.

(T)

⁽²⁾ The Company accepts only cards which it can identify as valid. Usage and Call Placement Charges or Connection Fees for LEC Charge Card calls appear on the LEC bill for both Company and non-Company Subscribers.

⁽³⁾ This surcharge applies in addition to all Station-to-Station and Person-to-Person Operator Service charges when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00-", or 101XXXX + "0" to reach the Company's operator to have the operator complete the call. The surcharge will be applied to all Operator Service calls completed by an operator except for 1) calls which cannot be completed by the Customer due to equipment failure or trouble on the Company's network; 2) when EMBARQ Calling Card Service is being used; 3) when a LEC Calling Card is used from a payphone or 4) defaults to an operator for assistance while using a toll free collect service.

- 7 <u>Miscellaneous Services</u> (Continued)
 - 7.4 Operator Service (Continued)
 - 7.4.2. Rates and Charges (Continued)
 - A. <u>Call Placement Charges or Connection Fees</u> (Continued)

	Class Of Service (Continued)	Call Placement Charge Or Connection Fee	
		Non-Transient	Transient ⁽¹⁾
	(9) Busy Line Verification*(10) Emergency Interruption*	\$6.50 \$6.50	\$6.50 \$6.50
B.	<u>Usage Rates</u>		
	Per Minute of Use All Other Pay Telephone (2)	-	89 30

⁽¹⁾ The Busy Line Verification charge applies when the Company provides operator assistance to determine if there is an ongoing conversation at a called station. The Emergency Interruption surcharge applies in addition to the Busy Line Verification charge when the Company provides operator assistance to interrupt an ongoing conversation, regardless of whether the interruption is successful.

Pay Telephone Service is provided to end users of **Embarq LOC** and non- **Embarq LOC** payphones, hotels, motels, hospitals, universities and other transient locations, pursuant to Rule 25-24.516.

(T)

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

Miscellaneous Services (C	continued
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7.5 Payphone Surcharge

7.5.1. General

Payphone Surcharge will be applied to all completed intrastate long distance calls placed from a public/semi-public payphone when:

- A. An alternate billing method is used for calling card, commercial credit card, collect or third-party calls.
- B. Long distance calls are placed via a designated toll free number, (e.g. EMBARQ Calling Card, Prepaid Calling Cards).
- C. Directory Assistance calls are made.

The Payphone Surcharge will be applied in addition to all other applicable surcharges, Operator Service Call Placement Charges or usage rates.

The following per-call surcharge will be applied to all completed intrastate calls made from a public/semi-public payphone, as described preceding.

7.5.2. Rates and Charges

Dial around compensation

\$.55

9. DATA SERVICES

9.1 TERMS AND CONDITIONS

(T)

In addition to the terms and conditions specified in Section 4 of this Tariff, the terms and conditions specified following apply to Data Services.

(N) (N)

9.1.1 Application for Service

(T)

Application for Service is the Company order process that includes technical, billing and other descriptive information provided by the Customer which allows the Company to provide requested communications services for the Customer and Customer's authorized users. Upon acceptance by the Company, the Application for Service becomes a binding contract between the Customer and the Company for the provision and acceptance of services.

An Application for Service may be changed by Customer upon written notice to the Company, subject to acceptance and confirmation by the Company, provided that a charge shall apply to any change when the request is received by the company after notification by the Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by the Company in accommodating each change, less net salvage.

An Application for Service may be changed by Customer upon written notice to the

Costs incurred by the Company will include the direct and indirect cost of facilities specifically provided or used; the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

If the Customer or applicant delays activation of his service during the period thirty (30) days preceding the scheduled installation date for a period of more than one (1) week, normal charges for local distribution facilities (LDF) shall apply from the scheduled date of installation. In the event that the Customer-induced delay exists for more than thirty (30) days after the scheduled installation date, the Company may consider the delay a cancellation of application for service.

If special construction has been started prior to cancellation, a charge equal to the costs incurred in the special construction, less net salvage, applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred, provided that the Customer or applicant had advised the Company in writing not to proceed with the installation or special construction.

If the Company should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Company's Customer.

ISSUED: 08-22-06

EFFECTIVE: 08-24-06

9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

(T)

9.1.1 Application for Service (Continued)

(T)

A Cancellation of Application for Service

(T)

When the Customer or applicant has requested the Company to cancel the application for service prior to service installation, cancellation charges will apply. Cancellation charges for both the underlying services and Local Access Facilities will be based on the stage at which the Access Service Request ("ASR") is at, either the Pre-Access Service Request ("Pre-ASR") or the Post-Access Service Request ("Post-ASR") stage.

The Pre-ASR stage is when the ASR is complete but has not yet been sent to the Local Exchange Company ("LEC") or the Alternate Access Vendor ("AAV"). The Post-ASR stage is when the ASR is complete and has been sent to the LEC or AAV.

The amount of the cancellation charge will vary according to the category of service ordered and at which stage the cancellation occurred (Pre-ASR or Post-ASR). Categories of services are: (1) the Service Component based on IXC ordered and; (2) the Access Component based on type of access ordered. See Service Cancellation Charges in this Tariff.

B. Change of an Application for Service

(T)

An Application for Service may be changed by the Customer upon written notice to the Company, subject to acceptance and confirmation by the Company provided that a charge shall apply to any change when the request is received by the Company after notification by the Company of the acceptance and confirmation.

Such charge shall be the sum of the charges and costs for Private Line Service incurred by the Company in accommodating each change including the direct and indirect costs of facilities specifically provided or used; the costs of installation (including design preparation, engineering, supply expense, labor and supervision, general and administrative) and any other costs resulting from the preparation, installation and removal effort.

9. DATA SERVICES (Continued)

9.1. TERMS AND CONDITIONS (Continued)

(T)

9.1.1 Obligations of the Customer

(T)

In instances where the Company is connecting its service to the Customer's own Customer-provided communications system or equipment or to any service or equipment provided by others, the Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.

The Customer must obtain an adequate number of facilities for Company Services to handle the Customer's expected demand in order to prevent interference or impairment of this service and or any other service provided by the Company considering (1) total call volume; (2) average call duration; (3) time-of-day characteristics and (4) peak calling period. The Company, without incurring any liability, may disconnect or refuse to furnish any toll free service to a Customer that fails to comply with these conditions. In case of disconnection, the Customer will be notified at least five days in advance of the disconnect. Notification may be by mail or in person.

In compliance with the obligations imposed on the Company by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the services or engage in other activity that would require the Company to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this agreement will terminate immediately and subject Customer to the liability imposed for termination by the Company for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

9. DATA SERVICES ((Continued)
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9.1. TERMS AND CONDITIONS (Continued)

(T)

9.1.3 <u>Minimum Service Period</u>

(T)

The minimum service period is one year

9.1.4 Connection with Other Communications Services

(T)

A Customer may connect communications services provided by other duly authorized and regulated common carriers to the Company's service. A Customer may also connect with privately owned communications systems, subject to the technical limitations established by the Company.

9.	DATA SERVICES ((Continued)
o .		

9.1 TERMS AND CONDITIONS (Continued)

(T)

9.1.5 Alternative Access Facilities

(T)

The Company will undertake to provide Alternative Access Facilities as requested and ordered by the Customer when such facilities are available and approved by the Company. At the discretion of the Company, such alternative access facility arrangements also may be utilized in lieu of LEC facilities. Access provided via alternative access facilities will be charged according to the rates and charges set forth in this Tariff unless Special Service Arrangements are involved as described in Section 9.1.8 following.

9.1.6 Expedited Service Charge

(T)

At the request of the Customer, the Company will coordinate the expedite of circuit delivery from the access provider for any access facilities ordered and maintained by the Company. In such instances, an expedited service charge will be assessed on an individual case basis.

9.1.7 Out-of-Hours Work Charge

(T)

This charge is to cover the additional costs incurred by the Company when performing standard tariffed services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half hour. It applies in addition to the standard Tariff charges for the work requested.

9.1.8 Special Service Arrangements

(T)

The rates and charges set forth in this Tariff provide for furnishing service by means of facilities selected by the Company. Custom service is involved where one or more of the following conditions are present:

- **A**. At the request of the Customer, the Company provides service by means of facilities or a type other than that which the Company would otherwise use to provide service to the Customer. This type of custom service might involve Customer-specified routing or expedited construction.
- (T)

(T)

B. At the request of the Customer, the Company provides technical assistance of a design or consulting nature, beyond that of just properly matching Customer's equipment with that of the Company's facilities

9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

(T)

9.1.9 Provision of Service with Non-Fiber Access Facilities

(T)

Private Line Services may be provided using non-fiber access facilities at the request of the Customer. However, in such cases, the Company may not meet the performance objectives and applicable standards for service set forth in this Tariff. Under no circumstances shall the Company be responsible for any direct, indirect, special, incidental or consequential damages arising directly or indirectly from the provision of service using such facilities, including without limitation any loss of Customer income or profits. The Customer shall indemnify and hold harmless the Company from any and all claims, actions, costs, expenses and damages associated with or arising out of Customer's use of such facilities

9.1.20 Discontinuance of Service without Liability

(T)

(T)

A Customer will not be penalized for discontinuing a private line agreement if:

A. A revision in the Private Line Services Tariff provisions results in higher plan rates for the plan to which the Customer has committed. The Customer may request affected circuits be disconnected up to 30 days after the effective date of the higher Tariff rates without penalty. Otherwise, the Customer's existing agreement remains in effect and the new rates will be billed.

B. The Customer selects a new plan having a longer term.

(T)

9.1.21 Trouble Shooting at Customer's Premises

(T)

This charge is to cover the cost to the Company of a visit to Customer's premises to determine what equipment is the cause of a malfunctioning channel. This charge applies in cases where the Company identifies the trouble to be caused by Customer-provided equipment and is unrelated to any malfunction of the Company's service. The charge applies from the time the Company's personnel are dispatched until the problem is identified.

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES

(T)

9.2.1 General Description

In order to subscribe to the Company's data products with dedicated access, the Customer must gain entry to the Company's network by means of Local Access Facilities. Such Local Access Facilities will generally be ordered from local telephone companies in the Customer's name, by the Company, as agent. The Company will bill the Customer for these facilities.

Any special construction or non-standard charges assessed by the local telephone company supplying the Local Access Facility will also be the responsibility of the Customer. On occasions when alternative facilities are necessary (those provided in lieu of Company-designated access provided facilities), the Company will charge the Customer according to the rates and charges set forth in this Tariff unless Special Service Arrangements are involved as described in Section 9.1.8 of this Tariff.

The Company's scope of work for alternative access facilities may include, but are not limited to, detailed assessment or engineering studies, alternative vendor interface and installation supervision.

Central Office Connection charges apply in all cases in which a Customer wishes to connect to the Company network. The applicable charges are determined based on the type of access interconnected.

Access Coordination will apply in those cases where the Company acts as the Customer's agent and orders Local Access Facilities. The applicable charges are determined based on the type of access ordered.

Local Access Facilities for 56 Kbps, T-1, T-3, OC-3, and OC-12 access require a minimum commitment period of one year, unless otherwise defined through a vendor-provided term plan offering (ordered by the Company on behalf of the Customer via a letter of agency from the Customer). Any termination liabilities incurred by the Company as a result of such plans shall be solely the responsibility of the Customer.

Charges for Local Access Facilities are applied based upon the applicable local exchange company's rates and charges.

The Company reserves the right to restrict interconnection at either the wire center serving the Company POP or the Company POP itself.

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

(T)

9.2.2 Service Components and Rates

(T)

A. Central Office Connection

(T)

	Monthly <u>Recurring Charge</u>	Installation <u>Charge</u>
56 Kbps Access	(1)	(1)
T-1 Access	(1)	(1)
T-3 Access	(1)	(1)
OC-3 Access	(1)	(1)
OC-12 Access	(1)	(1)

⁽¹⁾ The Company's Monthly Recurring and Installation Charges for Local Access Facilities mirror its interstate Local Access Facilities charges. See the Company's interstate Schedule No. 1 located at www.embarq.com/tariffs.

. <u>DATA SERVICES</u> (Continued)			
9.2 LOCAL ACCESS FACILITIES (Continued)			
9.2.2 <u>Service Components and Rates</u>			
B. Access Coordination Fee			
	Monthly <u>Recurring Charge</u>	Installation <u>Charge</u>	
56 Kbps Access	(1)	(1)	
T-3 Access	(1)	(1)	
OC-3 Access	(1)	(1)	
OC-12 Access	(1)	(1)	
C. Access Facility Charges			
	Monthly Recurring Charge	Installation <u>Charge</u>	
56 Kbps Access	(1)	(1)	
T-1 Access	(1)	(1)	
T-3 Access	(1)	(1)	
OC-3 Access	(1)	(1)	
OC-12 Access	(1)	(1)	

ISSUED: 08-22-06

The Company's Monthly Recurring and Installation Charges for Local Access Facilities mirror its interstate Local Access Facilities charges. See the Company's interstate Schedule No. 1 located at www.embarq.com/tariffs.

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

(T)

9.2.2 Service Components and Rates

(T)

D. Miscellaneous Services

(T)

This section includes miscellaneous services provided in conjunction with the Company's primary service offerings.

(1) Trouble Shooting At Customer's Premises

(T)

This charge is to cover the cost to the Company of a visit to Customer's premises to determine what equipment is the cause of a malfunctioning channel. This charge applies in cases where the Company identifies the trouble to be caused by Customer provided equipment and is unrelated to any malfunction of the Company's service. The charge applies from the time the Company personnel are dispatched until the problem is identified.

<u>Per Hour</u>	<u>Minimum</u>	
(1)	(1)	

ISSUED: 08-22-06

EFFECTIVE: 08-24-06

The Company's Nonrecurring Charges for Trouble Shooting At Customer's Premises mirror its interstate Trouble Shooting At Customer's Premises. See the Company's interstate Schedule No. 1 located at www.embarq.com/tariffs.

DATA SERVICES (Continued)
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9.2 LOCAL ACCESS FACILITIES (Continued)

(T)

9.2.2 <u>Service Components and Rates</u> (Continued)

(T)

D. Miscellaneous Services (Continued)

(T)

(2) Out-of-Hours Work Charge

(T)

This charge covers the additional costs incurred by the Company when performing standard services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half-hour. It applies in addition to the standard charges for the work requested.

Per Hou

(3) Moves and Rearrangements

(T)

The Customer may move locations or order his service arrangement (e.g., tie line, foreign exchange, etc.) changed with or without a move. Rearrangements shall also include adding, changing or deleting circuits or services embedded in a Local Access Facility. It is the Customer's obligation to notify the Company in writing at least 90 calendar days in advance when a move or rearrangement is to be made. If the Company is given inadequate notification, the Company will not be liable for issuing credit for the period between the date the Customer desires the moved or rearranged service and the date the move or rearrangement is actually made for the Customer's use.

Nonrecurring Charge

Rate per Channel-End

(4) Record Change

(T)

When a Customer requests a record change, the Customer will be billed a nonrecurring charge for each record change occurrence. A record change is described as any Customer-requested change in the permanent records of a Customer that does not require any physical or technical adjustments to the service, such as a name change or billing address change.

Nonrecurring Charge

Each occurrence

The Company's Nonrecurring Charges for Out-of-Hours Work Charge, Moves and Rearrangements, and Record Change mirror its interstate Out-of-Hours Work Charge, Moves and Rearrangements, and Record Change. See the Company's interstate Schedule No. 1 located at www.embarg.com/tariffs.

ISSUED: 08-22-06

08-24-06

9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

(T)

9.2.2 Service Components and Rates (Continued)

(T)

D. Miscellaneous Services (Continued)

(T)

(5) B8ZS Pricing

(T)

At the request of the Customer, the Company will provide B8ZS arrangements, where available from the Local Exchange Company. Such arrangements will be provided, at a charge based on local access company charges. The Company's Monthly Recurring and Installation Charges for Local Access Facilities mirror its interstate Local Access Facilities charges. See the Company's interstate Schedule No. 1 located at www.embarg.com/tariffs.

(6) Entrance Facility Charges

(T)

When a Customer is involved in an access arrangement which utilizes Entrance Facilities provided by the Company, but for which the Customer makes direct payment of access charges to a local service provider, the Company will assess a charge in order to recover for the investment in Entrance Facilities. Such arrangements will be provided at rates and charges based on applicable local exchange company charges.

	Nonrecurring <u>Charge</u>	Monthly <u>Recurring Charge</u>
Entrance Facility Charges	(1)	(1)

ISSUED: 08-22-06

EFFECTIVE: 08-24-06

The Company's Monthly Recurring and Nonrecurring Charges for Entrance Facility Charges mirror its interstate Entrance Facility Charges. See the Company's interstate Schedule No. 1 located at www.embarq.com/tariffs.

9.	DATA SERVICES	(Continued)
9.	DATA SEKVICES	(Continued

9.2 LOCAL ACCESS FACILITIES (Continued)

(T)

9.2.2 Service Components and Rates (Continued)

(T)

E. Cancellation Charges

(T)

Nonrecurring charges apply when Local Access Facilities are cancelled:

Access Facility	<u>NRC</u>
56 Kbps T-1	N/A (1)
T-3	(1)
OC-3	(1)
OC-12	(1)

The Company's Nonrecurring Charges for Cancellation Charges mirror its interstate Cancellation Charges. See the Company's interstate Schedule No. 1 located at www.embarg.com/tariffs.

9. DATA SERVICES (Continued)

9.3 FRAME RELAY SERVICE

(T)

9.3.1 General Description

(T)

Frame Relay Service is a fast packet network that permits the transmission of data at speeds of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 640 Kbps, 768 Kbps, 1.544 Mbps, or 44.210 Mbps using Permanent Virtual Circuits (PVCs) to connect multiple Local Area Networks (LANs). Frame Relay Service is currently available throughout the contiguous United States where Local Access Facilities are available.

There are three primary components to the monthly recurring pricing of Frame Relay Service: Local Access Facilities (dedicated), Access Channels (ports) and Permanent Virtual Circuits (PVCs).

Local Access Facilities must be obtained to access Frame Relay Service and are available at the following data speeds: 56 Kbps, T-1 and T-3.

Access Channel port speeds are selected to accommodate the various PVCs that will use that particular Access Channel. Access Channel data speeds range from 56 Kbps to T-3 (45 Mbps). The Access Channel must be large enough to accommodate the cumulative egress of all PVCs connected to a particular Access Channel.

PVCs interconnect the Customer's specific end-points on the interexchange network. PVCs use packet-switching technology to automatically route around network-related failures. PVCs are pre-defined for each pair of end-point devices so a virtual network path (circuit) is always available without any call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security. The Company's PVCs are Frame Relay for LAN.

For service, the date the service is installed and available, or the date specified on the Customer's order form, whichever is later, will be the date on which all nonrecurring charges will be invoiced and invoicing for all recurring charges will commence.

Customers may subscribe to Frame Relay Service for one, two or three years.

9. DATA SERVICES (Continued)

9.3 FRAME RELAY SERVICE (Continued)

(T)

9.3.2 Term Plan

(T)

Customers may subscribe to Frame Relay Service under one, two or three year term plans. The rates in effect for Frame Relay Service and Local Access Facilities at the time the Customer commits to a term plan will be fixed for the duration of the term plan. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates for successive ninety (90) day periods, unless sixty (60) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan for which the rates of the new term will apply.

If additional Customer sites are added to a Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan. Existing Customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year or if the new term plan is for three years.

9.3.3 <u>Termination Liability</u>

(T)

To terminate Frame Relay Service the Customer must provide the Company with thirty (30) days prior written notice.

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to a lump sum of fifty percent (50%) of the monthly recurring charges for each circuit cancelled multiplied by the number of months remaining in the term plan. Customer will not have any termination liability if another Company service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one (1) year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

If service is terminated by the Company for cause and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

ISSUED: 08-22-06

EFFECTIVE: 08-24-06

9. DATA SE	RVICES (Continued)				
9.3 FRAM	IE RELAY SERVICE (Cont	inued)			(T)
9.3.4	Rates and Charges				(T)
	A. Installation Charges				(T)
	(1) Per Access Cha	nnel			(T)
	<u>Data Speeds</u>	Nonrecurring Ch	<u>arge</u>		
	56 Kbps to 768 1536 Kbps T-3 (45 Mbps)	25	5.00 0.00 0.00		
	(2) <u>Per PVC</u>	\$ 2	5.00		(T)
	B. Monthly Recurring C	Charges (MRC)			(T)
	(1) Access Channel	<u>s</u>			(T)
	Data Speeds	1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <u>MRC</u>	
	56 Kbps 64 Kbps 128 Kbps 256 Kbps 384 Kbps 512 Kbps 640 Kbps 768 Kbps 1536 Kbps T-3 (45 Mbps)	\$ 93.00 93.00 200.00 227.00 320.00 402.00 459.00 514.00 809.00 9,261.00	\$ 86.00 86.00 185.00 210.00 296.00 373.00 425.00 476.00 749.00 8,575.00	\$ 79.00 79.00 170.00 193.00 273.00 343.00 391.00 438.00 689.00 7,889.00	

9.	DATA SERVICES	(Continued)

9.3 FRAME RELAY SERVICE (Continued)

(T)

9.3.4 Rates and Charges (Continued)

(T)

B. Monthly Recurring Charges (MRC) (Continued)

(T)

(2) Permanent Virtual Circuit (PVC)

Data Speeds	<u>MRC</u>
0 Kbps	\$ 7.00
16 Kbps	21.00
32 Kbps	30.00
48 Kbps	46.00
64 Kbps	55.00
128 Kbps	110.00
192 Kbps	168.00
256 Kbps	237.00
320 Kbps	316.00
384 Kbps	335.00
448 Kbps	389.00
512 Kbps	445.00
576 Kbps	511.00
640 Kbps	575.00
704 Kbps	643.00
768 Kbps	708.00
832 Kbps	774.00
896 Kbps	841.00
960 Kbps	907.00
1024 Kbps	974.00

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES

(T)

9.4.1 General Description

(T)

Private Line Service is a non-switched, non-usage sensitive, point-to-point service which is dedicated exclusively to one Customer. The Company offers Private Line Service within the contiguous United States between Company Points of Presence (POP) on a fiber optic network. This terrestrial service provides for two-way simultaneous transmission of signals at data speeds of 1.544 Mbps up to 622.08 Mbps. Local Access Facilities may limit the performance specifications that the end user can anticipate.

Private Line Services offered are:

- TransLink (T-1/DS-1)
- LightLink (T-3/DS-3)
- OptiPoint-3 (OC-3)
- OptiPoint-12 (OC-12)

A. TransLink Service

(T)

TransLink Service provides a high capacity channel for the transmission of 1.544 Mbps isochronous serial data having a line code of Bipolar Return-to-Zero (BPRZ). TransLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications GR-54 and GR-342. The performance objectives for TransLink Service between the Company's Points of Presence are as follows:

		%Network	
Airline M	<u>liles</u>	<u>Availability</u>	% Error Free Seconds
0 - 250 I	Miles	99.97%	99.89%
251 - 1,000 I	Miles	99.96%	99.85%
1,001+ I	Miles	99.95%	99.83%

TransLink Service requires Local Access Facilities as described in Section 9.2 and is subject to the availability of T-1 access by the local exchange company.

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

(T)

9.4.1 General Description (Continued)

(T)

B. LightLink Service

(T)

LightLink Service provides a high capacity channel for the transmission of 44.736 Mbps isochronous serial data having a line code of Bipolar with Three Zero Substitution (B3ZS). LightLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications 62508 and 62411, and the associated Addendum TR-INS-000342 and TR-NPL-000054. The performance objectives for LightLink Service between the Company's Points of Presence are as follows:

<u> Airline Miles</u>	% Availability	% Error Free Seconds
0 - 250 Miles	99.99%	99.90%
251 - 1,000 Miles	99.99%	99.80%
1,001+ Miles	99.98%	99.70%

LightLink service requires T-3 Local Access Facilities as described in Section 9.2 and is subject to the availability of T-3 access by the local exchange company.

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

(T)

9.4.1 General Description (Continued)

(T)

C. OptiPoint-3 (OC-3) Service

(T)

OptiPoint-3 (OC-3) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-3 (OC-3) Service offers 155.520 Mbps of bandwidth and provides the equivalent of 2,016 Voice Grade (DS-0) circuits or 84 T-1 facilities. The performance objectives for OptiPoint-3 (OC-3) Service between the Company's Points of Presence are as follows:

Airline Miles	% Availability	% Error Free Seconds
0 - 250 Miles	99.999%	99.97%
251 - 1,000 Miles	99.998%	99.96%
1,001+ Miles	99.997%	99.95%

OptiPoint-3 (OC-3) Service requires OC-3 Local Access Facilities as described in Section 9.2 and is subject to the availability of OC-3 access by the local exchange company.

D. OptiPoint-12 (OC-12) Service

(T)

OptiPoint-12 (OC-12) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-12 (OC-12) Service offers 622.080 Mbps of bandwidth and provides the equivalent of 8,064 Voice Grade (DS-0) circuits or 336 T-1 facilities. The performance objectives for OptiPoint-12 (OC-12) Service between the Company's Points of Presence are as follows:

<u> Airline Miles</u>	% Availability	% Error Free Seconds
0 - 250 Miles	99.999%	99.97%
251 - 1,000 Miles	99.998%	99.96%
1,001+ Miles	99.997%	99.95%

OptiPoint-12 (OC-12) Service requires OC-12 Local Access Facilities as described in Section 9.2 and is subject to the availability of OC-12 access by the local exchange company.

DATA SERVICES (Continued)
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9.4 PRIVATE LINE SERVICES (Continued)

(T)

9.4.2 Optional Service Features

(T)

A. Clear Channel Capability

(T)

Clear Channel Capability provides Customers the use of the full 64 Kbps per DS-0 channel and allows DS-0 and DS-1 transmissions with more than 15 consecutive zeros. Clear Channel Capability is supported for:

TransLink (T-1)

Clear Channel Capability is supported only by the use of the Bipolar with Eight Zero Substitution (B8ZS) line coding technique. Clear Channel Capability requires B8ZS on the T-1 Local Access Facilities. Customer premises equipment must also be B8ZS- compatible.

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

(T)

(T)

9.4.3 Term Plan

Customers may subscribe to Private Line Services under one, two or three year term plans. The rates in effect for Private Line Services and Local Access Facilities at the time the Customer commits to a term plan will be fixed for the duration of the term plan. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates for successive ninety (90) day periods, unless sixty (60) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan for which the rates of the new term will apply.

If additional Customer sites are added to a Customer's Private Line Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan. Existing Customers may subscribe to a new term plan for Private Line Services of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year or if the new term plan is for three years.

9.4.4 Termination Liability

(T)

To terminate Private Line Services the Customer must provide the Company with thirty (30) days prior written notice.

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to a lump sum of fifty percent (50%) of the monthly recurring charges for each circuit cancelled multiplied by the number of months remaining in the term plan. Customer will not have any termination liability if another Company service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one (1) year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

If service is terminated by the Company for cause and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

ISSUED: 08-22-06

EFFECTIVE: 08-24-06

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

(T)

9.4.5 Service Components and Rates

(T)

A. Channel Mileage Charges

(T)

The charge for intercity communications channels is based on mileage and channel bandwidth. Mileage is the intercity mileage between Company's Points of Presence as located in cities wherein the Company holds itself out to provide service. Each circuit connected between two Customer interface points will be construed as an individual circuit for rate compilation purposes. The Minimum monthly recurring charge applies unless the actual intercity mileage when multiplied by the banded per mile monthly recurring charge exceeds the Minimum monthly recurring charge.

(1)	Trans	Link

(T)

,	HUNIOLIIIK			
		1 Year	2 Year	3 Year
		<u>MRC</u>	<u>MRC</u>	<u>MRC</u>
	Minimum	\$336.06	\$282.29	\$262.13
	0-299 Miles	1.47	1.24	1.15
	300-399 Miles	1.08	0.93	0.86
	400-499 Miles	0.88	0.75	0.70
	500-599 Miles	0.54	0.48	0.44
	1,000 + Miles	0.39	0.35	0.33

|--|

- (

	1 Year MRC	2 Year MRC	3 Year MRC
Minimum	\$1,3 32.32	\$1,2 <u>11.20</u>	\$1, 162.7 5
0-299 Miles	6.47	5.88	5.64
300-399 Miles	4.95	4.58	4.31
400-499 Miles	4.14	3.84	3.68
500-599 Miles	3.33	3.09	2.96
1,000 + Miles	2.18	2.06	2.02

9.	9. <u>DATA SERVICES</u> (Continued)					
9.4 PRIVATE LINE SERVICES (Continued)				(T)		
	9.4.5	Service Components and I	Rates (Continued	1)		(T)
		A. Channel Mileage Char	ges (Continued)			(T)
		(3) OptiPoint-3 (OC-3)	<u>)</u>			(T)
		Minimum 0-299 Miles 300-399 Miles 400-499 Miles 500-599 Miles 1,000 + Miles	1 Year <u>MRC</u> \$3,400.37 16.73 13.05 10.94 7.60 6.18	2 Year <u>MRC</u> \$3,091.25 15.56 12.14 10.18 7.07 5.89	3 Year <u>MRC</u> \$2,859.40 14.40 11.53 9.67 6.72 5.45	
		(4) OptiPoint-12 (OC-	<u>12)</u>			(T)
			1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <u>MRC</u>	

\$9,124.35

48.60

38.24

33.17

24.45

20.30

9.4.6 Optional Features

(T)

Clear Channel Capability

Minimum 0-299 Miles

300-399 Miles

500-599 Miles

1,000 + Miles

The Company's Monthly Recurring and Installation Charges for Clear Channel Capability mirror its interstate Clear Channel Capability charges. See the Company's interstate Schedule No. 1 located at www.embarq.com/tariffs.

\$8,404.00

44.77

36.18

31.38

23.13

19..73

\$8,163.89

43.49

35.14

30.48

22.47

19.17

9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.7 <u>Service Cancellation Charges</u>

The following nonrecurring charges apply for service orders cancelled at the request of the Customer or applicant. In instances where the Customer applicant has cancelled an order and one end of the Access Component is in the Pre-ASR stage and another end is in the Post-ASR stage, the applicable Service Component will be assessed the Post-ASR charge.

<u>Service</u>	Pre-ASR	Post-ASR
TransLink	\$ 815.00	\$1,720.00
LightLink	1,260.00	2,450.00
OptiPoint-3 (OC-3)	(1)	(1)
OptiPoint-12 (OC-12)	(1)	(1)

⁽¹⁾ The Company's Nonrecurring Charges for Service Cancellation Charges mirror its interstate Service Cancellation Charges. See the Company's interstate Schedule No. 1 located at www.embarg.com/tariffs.

(T)

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARFF

105. OBSOLETE RESIDENTIAL SERVICES (Continued)

105.1 Legacy Message Telecommunications Service (MTS) (Continued)

105.1.2 Optional Calling Plans (Continued)

B. MoonLight Madness EMBARQ Calling Card (Option B Calling Plan)

The Company will offer a distinct domestic rate from 11:00 p.m. to 5:59 a.m. (7 days a week, including holidays) for subscribers of the Company's Option B Calling Plan. The Option B Calling Plan is available to presubscribed Basic MTS Service (MTS) customers (including associated EMBARQ Calling Cards) and Stand-Alone EMBARQ Calling Card customers.

The following usage rate applies to direct dialed Basic MTS Service or EMBARQ Calling Card calls placed between 11:00 p.m. and 5:59 a.m.:

Per-minute rate \$0.09 (T)

During all other time of day calling periods, Basic MTS Service or EMBARQ Calling Card Service Rates will apply. If an operator assists in call placement, the Operator Service usage rates and surcharges will apply in lieu of the Option B Calling Plan usage rate.

(T)

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARFF

105. OBSOLETE RESIDENTIAL SERVICES (Continued)

105.1 <u>Legacy Message Telecommunications Service (MTS)</u> (Continued)

105.1.2 Optional Calling Plans (Continued)

F. Moonlight Madness II

The Company will offer a distinct domestic rate from 9:00 p.m. to 8:59 a.m. (7 days a week, including holidays) for direct dialed and EMBARQ Calling Card calls placed by Moonlight Madness customers

Moonlight Madness is available to presubscribed Basic MTS Service (MTS) customers (including associated EMBARQ Calling Cards) and Stand-Alone EMBARQ Calling Card customers. Operator Services are available to Moonlight Madness customers. Moonlight Madness is an add-on to the Company's interstate Moonlight Madness service offering.

The following usage rate applies to direct dialed and EMBARQ Calling Card placed via a unique 800 collect number between 9:00 p.m. and 8:59 a.m. A per-call EMBARQ Calling Card connection fee also applies to EMBARQ Calling Card calls.

Per-minute Rate \$.09

During all other time of day calling periods, Basic MTS Service or EMBARQ Calling Card Service Rates will apply. In addition, a EMBARQ Calling Card connection fee will apply to EMBARQ Calling Card calls.

If an operator assists in the placement of direct dialed or EMBARQ Calling Card Moonlight Madness calls, Operator Service usage rates and connection fees will apply in lieu of the above Moonlight Madness usage rate.

ISSUED: 08-22-06

105. OBSOLETE RESIDENTIAL SERVICES (Continued)

- 105.1 <u>Legacy Message Telecommunications Service (MTS)</u> (Continued)
 - 105.1.4 <u>Consumer Sense Services</u> (Continued)
 - D. Consumer Sense AnyTime (Continued)
 - (1) Base Product (Continued)
 - (c) Calling Plan Options
 - (i) Monthly Minutes of Use Credit Option

Customers who subscribe to the Monthly Minutes of Use Credit Option will receive the following.

1. EMBARQ Calling Card Service Rate

Per-Minute \$.40 (No Per-Call Surcharge)

(N)

2. Monthly Minutes of Use Credit

Each month, the charges for up to 30 interstate and/or intrastate minutes will be waived. The waiver will be given to the customer in the form of a credit on their monthly invoice. The waived minutes will be rated at \$.10 per minute. In any month the customer does not have at least 30 minutes of interstate and/or intrastate usage, the customer will receive a credit equal to their total interstate and/or intrastate usage multiplied by \$.10. The credit cannot be applied to the customer's Monthly Recurring Charge.

All other rates, terms and conditions of Consumer Sense AnyTime apply to the Monthly Minutes of Use Credit Option.

105. OBSOLETE RESIDENTIAL SERVICES (Continued)

105.1 Legacy Message Telecommunications Service (MTS) (Continued)

105.1.7 Solutions Service (Continued)

- B. Solutions 120 Block of Time (Continued)
 - (3) Option 3 Solutions \$.06

In order to be eligible for Option 3 – Solutions \$.06, the customer must be a Company customer and subscribe to one of the following Solution Residence Packages with the indicated features: 1) Personal II Solution with two of the following features: Voicemail, LineGuard, Privacy ID, PC Maintenance **Plan or** CPE Warranty **Plus, 2**) Core Solution with LineGuard and Voicemail, 3) Clear Solution with LineGuard and Voicemail, 4) Core Solution with three of the following options: Voicemail, LineGuard, CPE Warranty Plus, or PC Maintenance Plan, or 5) Core Solution Plus with two of the following four features: Voicemail, LineGuard, CPE Warranty Plus or PC Maintenance Plan**.

Number of Interstate and/or Intrastate Dial-1 Minutes 120

Per-Minute Rate for Usage Above 120 Minutes \$.06

(a) Monthly Recurring Charge \$7.20

The Monthly Recurring Charge is identical to, and not in addition to, the Monthly Recurring Charge applicable for companion interstate service, as specified in the Company's Interstate Residential Schedule No. 1 located at www.embarg.com/tariffs.

105. OBSOLETE RESIDENTIAL SERVICES (Continued)

105.1 <u>Legacy Message Telecommunications Service (MTS)</u> (Continued)

105.1.7 <u>Solutions Service</u> (Continued)

C. Unlimited Nights and Weekends

Unlimited Nights and Weekends is an add-on to the Company's interstate offering. The interstate portion of the Unlimited Nights and Weekends monthly recurring charge is located in the Company's interstate Residential Schedule located at www.embarq.com/tariffs. Customers must subscribe to both the interstate and intrastate portions of Unlimited Nights and Weekends.

Unlimited Nights and Weekends customers will receive unlimited interstate and intrastate Dial-1 calling from 7:00 p.m. to 7:00 a.m. Monday through Friday, all day Saturday and all day Sunday. Unlimited Nights and Weekends customers will also receive unlimited calling on Thanksgiving Day, Christmas Day and New Year's Day. Calls made at all other times will incur a perminute charge.

Unlimited Nights and Weekends is only available to residential customers who subscribe to Embarq Wireless service with a \$29.95 or greater service plan, whose local service is provided by a Embarq LOC company, who select the Company as their primary interexchange carrier and who subscribe to one of the following Solutions Residence Packages with the indicated features: 1) Personal II Solution with two of the following features: Voicemail, LineGuard, Privacy ID, PC Maintenance Plan or CPE Warranty Plus, 2) Core Solution with LineGuard and Voicemail, 3) Clear Solution with LineGuard and Voicemail, 4) Core Solution with three of the following options: Voicemail, LineGuard, CPE Warranty Plus, or PC Maintenance Plan, or 5) Core Solution Plus with two of the following four features: Voicemail, LineGuard, CPE Warranty Plus or PC Maintenance Plan.

This service can be ordered only through Embarq LOC and is restricted to one access line per account. **EMBARQ Calling Card** service and Operator Services are available. Customers will be billed in advance for this service. The customer's first invoice will contain a pro-rated MRC for the first month (based on the number of customer service dates in the billing cycle) and a full MRC for the second month. The rates will apply as long as the customer remains a Company long distance, Embarq Wireless and Embarq LOC customer.

(T)

105. OBSOLETE RESIDENTIAL SERVICES (Continued)

105.2 LEGACY RESIDENTIAL TOLL FREE SERVICE

Legacy Residential Toll Free Service is a flat-rated, inward calling service for residential customers which allows calls to be terminated over the subscriber's residential phone line. The subscriber does not need to change phone numbers or add additional lines. Legacy Residential Toll Free Service is available to Worldwide General International Calling Plan Subscribers, The Most II subscribers, or on a stand-alone basis to customers who have not selected the Company as their primary interexchange carrier. This service is an add-on to the Company's interstate service offering.

105.2.1 <u>Rates</u>		Per Minute	(T)
	A. Peak	\$.28	(T)
	Off-Peak	\$.18	(T)

B. Monthly Recurring Charge

A monthly service charge of \$3.00 applies. This charge will be waived if a customer's total monthly Legacy Residential Toll Free Service usage reaches or exceeds \$20.00 per the Company's Residential Schedule No. 1 located at www.embarg.com/tariffs.

106. OBSOLETE BUSINESS SERVICES

106.1 Legacy Message Telecommunications Service (MTS) (Continued)

106.1.3 Business Flex (Continued)

A. Rates and Charges

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six (6) second increments.

(1) Business Flex 50 (BFP, BFD, BFI)

(d) EMBARQ Calling Card	\$.1320	(T)
(c) SDS and SDS Toll Free	\$.1680	
(b) Toll Free	\$.1320	
(a) Dial-1	\$.1320	

Per-Call Surcharges

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the Business Flex surcharge and usage rate.

EMBARQ Calling Card \$0.59 per call (T)

(e) Volume Discount

<u>Threshold</u>	Volume Discount	
\$ 0.00 - \$ 49.99 \$ 50.00 - \$ 499.99 \$500.00 - \$ 7,999.99	0.0% 10.0% 12.50%	
Monthly Recurring Charges		(T)
Monthly usage less than \$50.00 Monthly usage \$50 or more	\$12.00 \$0.00	
(f) Toll Free Service Option	\$5.00	(T)

This Monthly Recurring Charge is identical to, and not in addition to, the Monthly Recurring Charge applicable for companion interstate service, as specified in the Company's Interstate Business Schedule No. 1 located at www.embarg.com/tariffs.

106. OBSOLETE BUSINESS SERVICES

106.1 Legacy Message Telecommunications Service (MTS) (Continued)

106.1.3 Business Flex (Continued)

A. Rates and Charges (Continued)

(2) Business Flex 500 (BFH)

` '	EMBARQ Calling Card	\$.1230
(c)	SDS and SDS Toll Free	\$.1560
(b)	Toll Free	\$.1230
(a)	Dial-1	\$.1230

Per-Call Surcharges

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the Business Flex surcharge and usage rate.

EMBARQ Calling Card

\$0.59 per call

(T)

(T)

(e) Volume Discounts

<u>Threshold</u>	Volume Discount
\$ 0.00 - \$ 499.99	6.80%
\$ 500.00 - \$ 749.99	6.80%
\$ 750.00 - \$ 999.99	7.30%
\$ 1,000.00 - \$1,499.99	7.80%
\$ 1,500.00 - \$1,999.99	8.30%
\$ 2,000.00 - \$2,499.99	8.80%
\$ 2,500.00 - \$2,999.99	9.30%
\$ 3,000.00 - \$3,499.99	9.80%
\$ 3,500.00 - \$3,999.99	10.20%
\$ 4,000.00 - \$9,999.99+	10.60%

Monthly Recurring Charge:

(T)

Monthly usage less than \$50.00	\$12.00
Monthly usage \$50 or more	0.00

(f) Toll Free Service Option \$5.00

(T)

This Monthly Recurring Charge is identical to, and not in addition to, the Monthly Recurring Charge applicable for companion interstate service, as specified in the Company's Interstate Business Schedule No. 1 located at www.embarg.com/tariffs.

106. OBSOLETE BUSINESS SERVICES

106.1 Legacy Message Telecommunications Service (MTS) (Continued)

106.1.4 Small Business Unlimited Solutions (Continued)

H. Rates and Charges

Each call will be billed an eighteen (18) second minimum. After the initial 18 second minimum, calls will be billed in six (6) second increments.

(1) Dial-1 Rate

Number of Interstate and/or Intrastate Dial-1 minutes are Unlimited.

(T)

Per Minute

\$0.00

(2) Monthly Recurring Charge

\$10.05

The interstate portion of the monthly recurring charge which affords Customers the ability to place interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarg.com/tariffs.

(3) **EMBARQ Calling Card Rates**

(T)

Per minute Connection Fee, per Call \$.10 \$.90