

RECEIVED<sup>S</sup>

JUL 07 2006



Davis Wright Tremaine LLP

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

MARK P. TRINCHERO  
Direct (503) 778-5318  
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SUITE 2300  
1300 SW FIFTH AVENUE  
PORTLAND, OR 97201-5630

TEL (503) 241-2300  
FAX (503) 778-5299  
www.dwt.com

VIA UPS

July 6, 2006

South Dakota Public Utilities Commission  
ATTN: Executive Director  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre, SD 57501-5070

Re: In the Matter of: EMBARQ COMMUNICATIONS, INC. For an Order Authorizing the  
Registration of Applicant as a Telecommunications Company

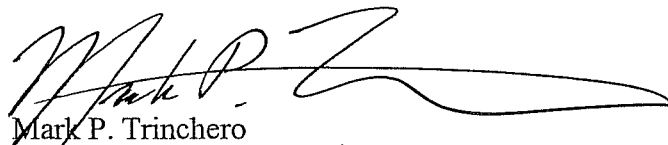
Dear Executive Director:

Enclosed please find an original and three copies of the Application for Registration of Embarq  
Communications, Inc. in the above-referenced matter.

Thank you for your assistance, and please call me if you should have any questions.

Very truly yours,

Davis Wright Tremaine LLP



Mark P. Trincherro

MPT/djr  
Enclosure

**THE STATE OF SOUTH DAKOTA  
PUBLIC UTILITIES COMMISSION**

In the Matter of )  
 )  
EMBARQ COMMUNICATIONS, INC. ) Docket No. TC-\_\_\_\_\_  
 )  
For an Order Authorizing the )  
Registration of Applicant as a )  
Telecommunications Company )

To: The Public Utilities Commission

**APPLICATION FOR REGISTRATION**

Application is hereby made to the South Dakota Public Utilities Commission for an Order authorizing Embarq Communications, Inc. ("Embarq" or "Applicant") to register as a telecommunications company within the State of South Dakota. In support of this Application, Applicant provides the following information:

1. Name, Address and Telephone Number of Applicant

Embarq Communications, Inc.  
6200 Sprint Parkway  
Overland Park, Kansas 66251  
913-315-9171 (phone)  
913-523-0391 (fax)

Correspondence concerning this Application should be directed to:

Mark P. Trincherro  
Davis Wright Tremaine  
1300 S.W. Fifth Avenue, Suite 2300  
Portland, Oregon 97201  
503-778-5318 (phone)  
503-778-5299 (fax)  
[marktrincherro@dwt.com](mailto:marktrincherro@dwt.com)

OR: Linda K. Joseph, Legal Analyst  
Embarq Communications, Inc.  
6450 Sprint Parkway  
Mailstop: KSOPHN0214-2A668  
Overland Park, KS 66251  
913-315-9171 (phone)  
913-523-0391 (fax)  
[linda.k.joseph@embarq.com](mailto:linda.k.joseph@embarq.com)

2. The name under which the Applicant will provide these services if different than in 1. above:

Applicant does not intend to operate under any assumed or trade name.

3. Description of the Applicant and Technical and Managerial Ability to Provide Service.

(a) Applicant is a Delaware corporation, organized on February 23, 2005, and is a reseller of telecommunications services.

A copy of Applicant's Amended Certificate of Incorporation is attached hereto as Exhibit A, and a copy of its application for amended authorization to do business in South Dakota is attached hereto as Exhibit B.

(b) The Applicant does not have a principal office in South Dakota. The name and address of its registered agent is:

Corporation Service Company  
503 South Pierre Street  
Pierre, SD 57501  
888-690-2882

(c) Applicant is a wholly-owned subsidiary of Embarq Corporation.

4. Applicant's Service Offering

In South Dakota, Applicant will offer a broad range of resold switched and dedicated 1+ interexchange telecommunications services to residential customers (voice only) and business customers (voice and data). Applicant does not now intend to provide alternative operator services.

5. Means by which the Applicant intends to provide service:

Applicant does not own or maintain any transmission facilities or switching equipment in the State of South Dakota. As a reseller, Applicant has no points of presence in South Dakota and neither owns, leases, nor operates any switching,

transmission, or other physical facilities in South Dakota, and no such facilities will be used by Applicant in providing service in South Dakota.

6. Geographic Areas in which service will be offered:

Applicant intends to provide service on a statewide basis.

7. Description of Applicant's Financial Qualifications.

Applicant has ample financial resources to operate as a telecommunications reseller. As a new entity, Applicant does not have audited financial statements. However, attached as Exhibit C is Balance Sheet and Income Statement for Applicant, as of April 30, 2006. To the extent that the financial information provided by Applicant does not fully comply with ARSD 20:10:24:02(8), Applicant hereby respectfully requests a waiver of those requirements.

To the extent that Applicant requires advance payments, deposits or prepayments, including prepaid calling cards, Applicant has obtained an indemnity bond in the amount of \$25,000 (attached as Exhibit D).

8. Applicant's complaint and regulatory matters contact and how Applicant handles Customer billing and customer service matters.

All inquiries regarding regulatory matters and complaints should be directed to:

Executive and Regulatory Services  
720 Western Blvd.  
Tarboro, NC 27886  
800-877-3345 Toll-free phone  
877-800-2737 Toll-free fax  
Execservices@embarq.com

Customers will be billed by Applicant or its affiliated out-of-state local exchange carrier. Applicant's toll free number will be on all customer invoices and the Applicant will provide customer service through its customer service group, ACS, 1084 S. Laurel

Road, London, Kentucky; 40744; (p) 800-877-3345; (f) 800-473-2017; Web address: [www.sprint.com/local](http://www.sprint.com/local).

9. Regulatory Status:

Applicant has been authorized to provide service in all states except Alaska, Arizona (application pending) and Connecticut (application pending). Applicant has never been denied registration or certification in any state. Applicant is in good standing with the appropriate regulatory agencies in the states where it is registered or certified.

10. Description of Marketing

Applicant does not intend to proactively market its services in the State of South Dakota, and, to the extent Applicant engages in any marketing in the State, Applicant will comply with all relevant State marketing laws and practices. Applicant does not intend to engage in multilevel marketing in South Dakota.

11. Names and Addresses of Applicant's Principal Corporate Officer

The names and addresses of the Applicant's principal corporate officers and directors are attached hereto as Exhibit E.

12. Federal Tax Identification Number

Applicant's Federal Tax Identification Number is: 20-2380048

13. The number and nature of complaints filed against the Applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered:

None.

14. Tariff

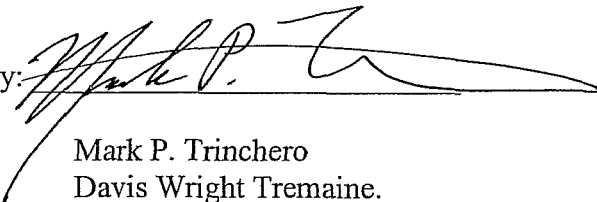
A copy of Applicant's tariff is attached as Exhibit F.

WHEREFORE, the undersigned Applicant requests that the South Dakota Public Utilities Commission enter an order granting this application.

DATED this 6<sup>th</sup> day of July, 2006.

Respectfully submitted,

EMBARQ COMMUNICATIONS, INC.

By: 

Mark P. Trinchero  
Davis Wright Tremaine.  
1300 S.W. Fifth Avenue, Suite 2300  
Portland, Oregon 97201  
503-778-5318 (phone)  
503-778-5299 (fax)  
[marktrinchero@dwt.com](mailto:marktrinchero@dwt.com)

VERIFICATION

State of KS )  
County of Johnson ) ss:

Richard C. Eckhart, being first duly sworn, deposes that he is an Officer of Embarq Communications, Inc., the Applicant in the proceeding entitled above; that he has read the foregoing application and knows the contents thereof; that the same are true of his knowledge, except as to matters which are therein stated on information or belief, and to those matters he believes them to be true.

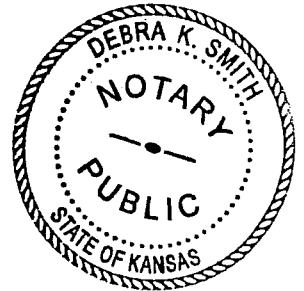
Richard C. Eckhart

Subscribed and sworn to before me this 16<sup>th</sup> day of June, 2006.

Debra K. Smith  
Notary Public

My Commission expires:

June 29 2009



**EXHIBIT A**

Certificate of Incorporation



FILED 03/07/2006 03:43 PM  
Business Registration Division  
DEPT. OF COMMERCE AND  
CONSUMER AFFAIRS  
State of Hawaii

# Delaware

The First State

34241F1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "SPRINT LONG DISTANCE, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "EMBARQ COMMUNICATIONS, INC.", THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2006, AT 5:18 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

I HEREBY CERTIFY that this is a true and correct copy of the official record(s) of the Business Registration Division.

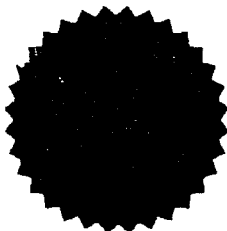
*Paul E. Reichenwald*  
DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS

Date: *March 15, 2006*

03/08/200620045

3929943 8320

060211516



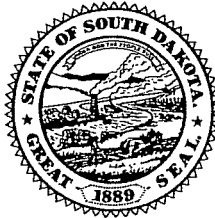
*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 4564525

DATE: 03-03-06

**EXHIBIT B**

Amended Authorization to do Business in South Dakota

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

Department of State

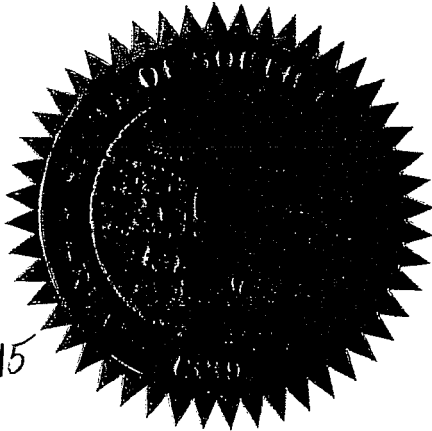
United States of America, }

}

State of South Dakota }

Secretary's Office

This is to certify that the attached instrument of writing is a true, correct and examined copy of the Articles of Amendment for **EMBARQ COMMUNICATIONS, INC.** filed in this office on **March 8, 2006.**



Fees, \$ 15

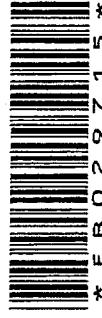
IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the state of South Dakota at the city of Pierre, the capital, on March 15, 2006.

*Chris Nelson*

Chris Nelson  
Secretary of State

Receipt Number: 1531458

File Number **FB029715**



\* F B O 2 9 7 1 5 \*



**AMENDED CERTIFICATE OF AUTHORITY**

For

**SPRINT LONG DISTANCE, INC. changing its name to EMBARQ COMMUNICATIONS, INC.**

Filed at the request of:

**MARILYN PERSON  
819 W THIRD  
Pierre SD 57501**

*State of South Dakota  
Office of the Secretary of State*

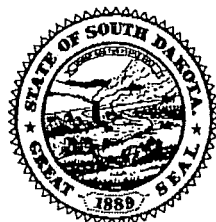
Filed in the office of the Secretary of State on: **March 08, 2006**

Secretary of State

Fee Received: \$200

344 0964 03/10/2006

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

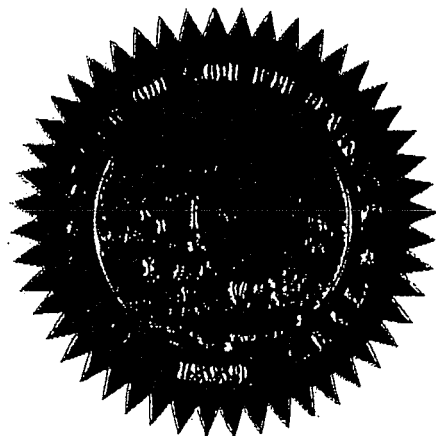
### Amended Certificate of Authority

ORGANIZATIONAL ID #: FB029715

I, **Chris Nelson** Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for an Amended Certificate of Authority of **SPRINT LONG DISTANCE, INC. changing its name to EMBARQ COMMUNICATIONS, INC.** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Amended Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 8, 2006.



*Chris Nelson*

**Chris Nelson**  
Secretary of State



RECEIVED  
MAR 08 '06

### Application for Amended Certificate of Authority

FILING FEE: \$200

S.D. SEC. of STATE

**FILING INSTRUCTIONS:** A foreign corporation authorized to transact business in this state must obtain an amended certificate of authority from the Office of the Secretary of State if it changes 1) Its corporate name; 2) The period of its duration; or 3) The state or country of its incorporation. One ORIGINAL and One COPY of the application must be submitted. This application must include a CERTIFICATE OF EXISTENCE, or a document of similar import, duly authenticated by the secretary of state or other official having custody of corporate records in the state or country under whose law it is incorporated.

(1) The name of the corporation is (exact corporate name) Sprint Long Distance, Inc.

(2) The name of the corporation as amended is Embarq Communications, Inc.

(3) State where incorporated Delaware  
and the period of its duration is perpetual

(4) The date of (s) incorporation is 2/23/05

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 2711 Centerville Road, Suite 400, Wilmington, DE 19808  
Zip Code \_\_\_\_\_

mailing address if different from above is: \_\_\_\_\_  
Zip Code \_\_\_\_\_

(6) The street address, or a statement that there is no street address, of its registered office in the State of South Dakota is 503 South Pierre Street, Pierre, SD  
Zip Code 57501

and the name of its registered agent in the State of South Dakota at that address is Corporation Service Company

(7) The names and usual business addresses of its current directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
see attached					

The application must be signed by an authorized officer of the corporation.

Date 2/27/06

Carolyn S. Love  
Signature

Carolyn S. Love  
Printed Name

Assistant Secretary  
Title

F16029715  
15314570

344 0966 03/10/2000

EMBARQ COMMUNICATIONS, INC.

OFFICERS/DIRECTORS

<u>Claudia S. Toussaint</u>	Director
<u>Richard B. Green</u>	Director
<u>Michael B. Fuller</u>	Director
	President and Chief Executive Officer
<u>Gene M. Betts</u>	Senior Vice President and Treasurer
<u>Charles R. Wunsch</u>	Vice President and Assistant Secretary
<u>Claudia S. Toussaint</u>	Vice President and Assistant Secretary
<u>Dana L. Chase</u>	Vice President
<u>Faye S. Davis</u>	Vice President
<u>Gary E. Charde</u>	Vice President
<u>Harry S. Campbell</u>	Vice President
<u>Kenneth D. Wyatt</u>	Vice President
<u>Louis Carrion</u>	Vice President
<u>Mark Kenyon</u>	Vice President
<u>Robert H. Sloboda</u>	Vice President
<u>Thomas J. McEvoy</u>	Vice President
<u>William E. Cheek</u>	Vice President
<u>Mark V. Beshears</u>	Vice President
<u>D. Brett Haring</u>	Secretary
<u>Carolyn S. Love</u>	Assistant Secretary
<u>Michael T. Hyde</u>	Assistant Secretary

Address:

5454 West 110<sup>th</sup> Street  
Overland Park, Kansas 66251

344 0967 03/10/2006

# Delaware

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "SPRINT LONG DISTANCE, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "EMBARQ COMMUNICATIONS, INC.", THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2006, AT 5:18 O'CLOCK P.M.

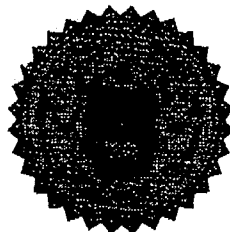
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

3929943 8320

060211516



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 4564523

DATE: 03-03-06



**EXHIBIT C**

Financial Qualifications

**Embarq Communications, Inc.**  
**Balance Sheet**  
**As of April 30, 2006**

Current Assets	\$5,485,673
Total Assets	<u>\$5,485,673</u>
Current Liabilities	\$1,960,416
Stockholders' Equity	3,525,257
Total Liabilities and Stockholders' Equity	<u>\$5,485,673</u>

**Embarq Communications, Inc.**  
**Income Statement**  
**Twelve Months Ended April 30, 2006**

Net Operating Revenue	\$10,206,355
Cost of Services and Products	<u>4,457,653</u>
Operating Income	<u>\$5,748,702</u>
Other Income & Expense	\$ 7,400
Income Taxes	<u>\$2,231,670</u>
Net Income	<u><u>\$3,524,432</u></u>

**EXHIBIT D**

\$25,000 Indemnity Bond

INDEMNITY BOND  
To the  
PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond No. 674009650

We, Embarq Communications, Inc., the principal and applicant for a CERTIFICATE OF AUTHORITY, for telecommunications services within the State of South Dakota, and Liberty Mutual Insurance Company, Boston, Massachusetts as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obilgee, in the sum of \$25,000.00.

The conditions of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of Embarq Communications, Inc. for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharges and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

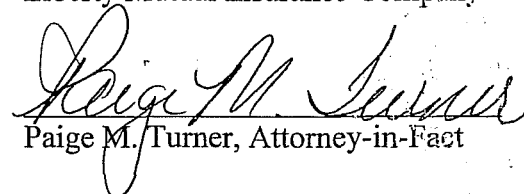
Dated this 9<sup>th</sup> day of June, 2006  
To be effective this 9<sup>th</sup> day of June, 2006

Embarq Communications, Inc.



BRENT VANDER ARK  
DIR. TREASURY

Liberty Mutual Insurance Company



Paige M. Turner, Attorney-in-Fact

**EXHIBIT E**

Corporate Officers and Directors

**EXHIBIT E**

**OFFICERS AND DIRECTORS**

**Directors:**

Richard B. Green  
5454 W. 110<sup>th</sup> Street, Overland Park, KS 66211-1204

Michael B. Fuller  
5454 W. 110<sup>th</sup> Street, Overland Park, KS 66211-1204

Claudia S. Toussaint  
6200 Sprint Parkway, Overland Park, KS 66251

**Officers:**

Michael B. Fuller, President and Chief Executive Officer  
Gene M. Betts, Senior Vice President and Treasurer  
5454 W. 110<sup>th</sup> Street  
Overland Park, KS 66211-1204

Claudia S. Toussaint, Vice President and Assistant Secretary  
D. Brett Haring, Secretary  
Carolyn S. Love, Assistant Secretary  
6200 Sprint Parkway  
Overland Park, KS 66251

Harry S. Campbell, Vice President  
Mark R. Kenyon, Vice President  
Robert H. Sloboda, Vice President  
Dana L. Chase, Vice President  
6000 Sprint Parkway  
Overland Park, KS 66251

Louis Carrion, Vice President  
555 Lake Border Drive  
Apopka, FL 32703

William E. Cheek, Vice President  
Thomas J. McEvoy, Vice President  
Kenneth D. Wyatt, Vice President  
9300 Metcalf  
Overland Park, KS 66212

Richard C. Eckhart, Vice President  
6450 Sprint Parkway  
Overland Park, KS 66251

**EXHIBIT F**

Tariff



**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

**EMBARQ COMMUNICATIONS, INC.**

of

**OVERLAND PARK, KANSAS**

Rates and Regulations for furnishing of Services within South Dakota

South Dakota Tariff P.U.C. No. 1

This Tariff contains the regulations and rates applicable for the furnishing of intrastate telecommunications services provided by Embarq Communications, Inc. within the State of South Dakota. This Tariff is on file with the South Dakota Public Utilities Commission, Pierre, South Dakota.

---

**ISSUED:**  
XX-XX-XX

State Tariffs  
5454 West 110th Street  
Overland Park, Kansas 66211

**EFFECTIVE:**  
YY-YY-YY

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**


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**ISSUED:**  
 XX-XX-XX

**State Tariffs**  
**5454 West 110th Street**  
**Overland Park, Kansas 66211**

**EFFECTIVE:**  
 YY-YY-YY

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**EXPLANATION OF SYMBOLS**

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify a "**Change**" in existing rate and/or regulation.
- (D) - To signify the "**Deletion/Discontinuance**" of rates, regulations, and/or text.
- (I) - To signify a rate "**Increase.**"
- (M) - To signify matter "**Moved/Relocated**" within the Tariff with no change to the material.
- (N) - To signify "**New**" text, regulation, service, and/or rates.
- (R) - To signify a rate "**Reduction.**"
- (T) - To signify a "**Text Change**" in Tariff, but no change in rate or regulation.
- (Z) - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

---

**ISSUED:**  
XX-XX-XX

State Tariffs  
5454 West 110th Street  
Overland Park, Kansas 66211

**EFFECTIVE:**  
YY-YY-YY

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

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

Below is a list of trademarks and/or service marks for services which are offered in this Tariff. These trademarks and/or service marks are owned by Embarq Corporation and are used by Embarq Communications, Inc. with express permission. These designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks and service marks that are owned by Embarq Corporation cannot be used by another party without authorization.

EMBARQ<sup>SM</sup>  
EMBARQ<sup>TM</sup>

---

**ISSUED:**  
xx-xx-xx

State Tariffs  
5454 West 110th Street  
Overland Park, Kansas 66211

**EFFECTIVE:**  
yy-yy-yy

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

1. APPLICATION OF TARIFF

This Tariff applies to intrastate telecommunications services furnished by Embarq Communications, Inc. ("Company") between and among points within the State of South Dakota in accordance with the conditions which are set forth herein.

Customers shall be entitled to the intrastate discounts to the extent set forth in their interstate Custom Network Service Arrangements as summarized in the Company's interstate Schedule No. 4, located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs). These intrastate discounts shall apply against a Customer's intrastate charges and shall not be applied against a Customer's interstate charges.

---

**ISSUED:**  
**XX-XX-XX**

**State Tariffs**  
**5454 West 110th Street**  
**Overland Park, Kansas 66211**

**EFFECTIVE:**  
**yy-yy-yy**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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2. TERRITORY

Intrastate telecommunications services are available for origination and termination where technologically and/or economically feasible within the State of South Dakota. Origination of switched access products is not available in those exchanges which have not been converted to equal access.

---

**ISSUED:**  
XX-XX-XX

**State Tariffs**  
5454 West 110th Street  
Overland Park, Kansas 66211

**EFFECTIVE:**  
YY-YY-YY

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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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/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. DEFINITIONS (Continued)B8ZS (Bipolar with 8-Zero Substitution)

A line coding technique which permits DS-0 and DS-1 transmission with more than 15 consecutive zeros. B8ZS supports 64 Kbps clear channel transmission.

Bandwidth

The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Bit

An abbreviation of binary digit which is the smallest unit of information in a binary notation system.

Bits Per Second (bps)

The number of bits transmitted in a one second interval.

Carrier

Any provider of intrastate interexchange telecommunications services.

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**3. DEFINITIONS (Continued)****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 continue to file Tariffs with the South Dakota Public Utilities Commission that apply to Casual Callers who use dial-around 1+ Services.

**Company**

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

**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.

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3. DEFINITIONS (Continued)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.

Entrance Facility

The physical circuit arrangement which connects an Entrance Site to a Company Point of Presence.

Entrance Site

A location of the Company's transmission facilities from which services can be provided for a Customer to any other Entrance Site or Point-of-Presence.

Exchange Area

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

Expedited Service Charge

A charge payable to the Company by the Customer for installation of service within a shorter period of time than is convenient for the Company.

Facility (or Facilities)

Any item or items of communications plant or equipment used to provide or connect to Company services.

F.C.C.

The term "F.C.C." refers to the Federal Communications Commission.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**3. DEFINITIONS (Continued)Foreign Exchange Service

Provides the Customers with the capability of local dialing in a remote exchange via private line service.

Frame Relay Service

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).

Hertz

The term "Hertz" is a unit of frequency equal to one cycle per second.

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where nonstandard service arrangements are required to satisfy specialized Customer needs. The nature of such service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of the Customer and Authorized Headquarters Representative(s) of the Company.

Intercity Circuit

Denotes a circuit, created by the Company by means of multiplex equipment, between the Company's switches which are shared by the Customers. Shared intercity circuits will consist of identifiable and discrete circuits between a given city-pair.

Intercity Mileage

The mileage, measured as the shortest distance between any two of the Company's Points of Presence using the Serving Wire Centers "V" & "H" coordinates noted in NECA Tariff F.C.C. No. 4 associated with said Company's Points of Presence.

IXC

Denotes an interexchange carrier.

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3. DEFINITIONS (Continued)

Kilo Bits Per Second (Kbps)

The number of one-thousand bits transmitted in a one second interval.

LightLink Service

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.

Local Access Facility

The channel provided by the local telephone company (or other local service provider) to connect the point of presence to a Customer location.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

3. DEFINITIONS (Continued)

Local Access Transport Area (LATA)

Geographical area designated by the Federal Communication Commission for the provision and administration of telephone service to individual Customers.

Local Exchange Company (LEC) (a.k.a. Local Telephone Company)

A company which furnishes local exchange telephone services.

Location

A physical premises to or from which the Company provides service.

Mega Bits Per Second (Mbps)

The number of one-million bits transmitted in a one second interval.

Message Telecommunications Service (MTS)

The term "Message Telecommunications Service" is a generic name for switched long-distance (Dial-1) service.

Monthly Recurring Charge

The charge payable each month by the Customer to the Company for services provided on a continuous basis to the Customer.

Nonrecurring Charge

A one-time charge payable by the Customer to the Company for installation or temporary use of service facilities.

Normal Work Hours

The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding Company-observed holidays.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****3. DEFINITIONS (Continued)****NPA**

Numbering Plan Area (NPA) is a geographic boundary (area code) within which no two telephones have the same seven-digit number. The area code is represented by the first three digits of a ten-digit telephone number.

**NXX**

The second three digits of a ten-digit telephone number, representing the central office or exchange from which a call originates.

**OC-3**

A 1.544 Mbps digital transmission system equivalent to 2,016 voice frequency circuits/channels or 84 T-1 facilities.

**OC-12**

A 1.544 Mbps digital transmission system equivalent to 8,064 voice frequency circuits/channels or 336 T-1 facilities.

**OptiPoint-3 (OC-3) Service**

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.

**OptiPoint-12 (OC-12) Service**

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.

**Permanent Virtual Circuit ("PVC")**

A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

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**3. DEFINITIONS (Continued)****Point of Presence**

The Company's physical presence where the Company maintains intercity communications channels and local distribution facilities for the purpose of providing its services.

**Premises**

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.).

**Primary Interexchange Carrier**

The long distance service provider to which a Subscriber is presubscribed for 1+ long distance service. The chosen carrier's network is accessed by dialing 1+ the area code and telephone number.

**Private Line Service**

The Intercity Channel(s) and Point of Presence connection(s), station connections and channel option(s) furnished under this Tariff to a Customer as a unit uninterrupted by any switching function(s).

**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.

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3. DEFINITIONS (Continued)

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

See "Customer".

T-1

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

T-3

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

TransLink Service

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.

U.S. Mainland

The 48 contiguous states and the District of Columbia.

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**4. TERMS AND CONDITIONS****4.1 Undertaking of the Company****4.1.1 General**

- A. The facilities of the Company will be available as soon as practicable upon receipt of an order for service. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted.
- B. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the Subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its Tariff accordingly, providing such new service will not adversely affect the Company's present services.

**4.1.2 Availability**

Service is offered and provided subject to the availability on a continuing basis of the necessary facilities and/or equipment. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and the furnishing of services under this Tariff is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**4. TERMS AND CONDITIONS (Continued)****4.2 Liability of the Company**

This section in its entirety is subject to SDCL 49-13-1 and SDCL 49-13-1.1.

4.2.1 Neither the Company nor its vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (A) act or omission by the Customer, or by another person or company; (B) providing or failing to provide services, including deficiencies or problems with any equipment, the network or the services; (C) content or information accessed while using the services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911, E911 or otherwise; or (E) events due to factors beyond the Company's control, including acts of God (including, without limitation, weather related phenomena, fire or earthquake), war, terrorist attacks, riot, strike, or orders of governmental authorities.

4.2.2 If, for whatever reason, the Company is found to be responsible to the Customer for monetary damages relating to any services obtained through the Company under this tariff, the Company's liability will not exceed the amounts the Customer was charged for the affected services during the affected period.

4.2.3 The Company will make no refund of overpayments by a Subscriber unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment, or within the time period as allowed by South Dakota Law. In calculating refunds, any applicable discount will be adjusted based on the total monthly usage after all credits or adjustments have been applied.

**4.2.4 Limitation of Liability**

The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. This limitation of liability does not apply to claims arising from Subscriber's indemnification obligations listed herein.

**4.2.5 Disclaimer of Warranties**

Except as expressly provided in this Tariff, all services are provided "as is" and the Company disclaims all warranties, express or implied and in particular disclaims all warranties of non-infringement, merchantability, fitness for a particular purpose, and warranties related to equipment, material, service, or software. The Company also makes no warranty that the services will be uninterrupted or error-free, and Customers will hold the Company harmless for all such problems. Customers may not rely on statements of warrant about the Company's services; such statements are not authorized by the Company and are not a warranty by the Company.

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**4. TERMS AND CONDITIONS (Continued)****4.3 Use of Service**

Neither Subscribers nor their authorized users may use the services furnished by the Company for fraudulent or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or use services furnished by the Company in such a manner that causes interference with another's use of the Company's network.

Neither Subscribers nor their authorized users may use the services furnished by the Company for any unlawful purpose, including service configurations of switched services which, as a result of sharing thereof, are the equivalent of a service configuration which exceeds the scope of the Company's applicable authorization.

Subscribers will promptly cooperate with the Company to prevent unauthorized access by third parties of the services furnished by the Company.

Use and restoration of the service furnished by the Company will be in accordance with Part 64, Subpart D of the Federal Communications Commission Rules.

Customers are responsible for notifying the Company when new lines are added to their account. New lines will not receive the rates associated with the Customer's account until the Company has been notified to add those lines to the Customer's account. Calls placed over such new lines will be rated as Casual Caller calls until the lines have been added to the Customer's account.

The use of any feature including, but not limited to, call forwarding, on a planned and continuing basis to allow an originating caller to avoid long distance charges is prohibited.

**4.3.1 Limitations of Service**

The Company may deny, for any lawful reason, the Customer's request for service, or limit or allocate the facilities available to or utilized by any service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future Customers based on forecasted Customer requirements; or for any other lawful reason.

The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain Customer authorized codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Tariff; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

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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 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)4.7 Payment of Charges4.7.1 Application of ChargesA. Monthly Recurring Charges

For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the Subscriber of installation and testing of the Subscriber's service.

Unless otherwise specified elsewhere in this Tariff, monthly recurring charges will be billed in arrears and are due upon receipt. The rates charged to a Subscriber will be the rates in effect on the last day of the Subscriber's billing cycle.

After the minimum service period, the full monthly recurring charge applicable for any service provided under this Tariff will apply for each month, or partial month, per account. Except as may be otherwise specified in this Tariff, there will be no pro-ration of this charge for a partial month's service when a Customer cancels service.

B. Minute of Use Rates

Except as otherwise specified in this Tariff, charges will be billed monthly in arrears and are due upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Subscribers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month.

Unless specified otherwise for a particular service, all calls for which a minute of use rate applies will be billed in one-minute increments. Fractional minutes are rounded up to the next minute.

If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the whole cent (e.g., \$1.244 is rounded up to \$1.25).

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**4. TERMS AND CONDITIONS (Continued)****4.7 Payment of Charges (Continued)****4.7.2 Returned Check Fee**

A charge equivalent to the applicable state return check charge may be applied whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**4.7.3 Adjustments for Taxes and Fees**

When any municipality, other political subdivision, local agency of government, or South Dakota Public Utilities Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

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**4. TERMS AND CONDITIONS (Continued)****4.7 Payment of Charges (Continued)****4.7.4 Late Fee**

Subscribers billed directly by the Company may be assessed a late fee of 1.5% on balances carried over to a subsequent invoice, where capabilities exist. The late fee will be applied to the entire unpaid balance of the Customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the Customer's favor. A late fee is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

Subscribers billed by a local exchange company (LEC) on behalf of the Company are responsible for any late-payment charges that the LEC may employ in its billing process.

**4.7.5 Disputed Charges**

Disputes concerning any charges invoiced must be raised prior to the due date of the invoice to avoid application of late fees. Customers must dispute charges within 180 days after the invoice is issued. Customers may request an adjustment for wrong number calls.

**4.7.6 Commission Contact Information**

If a customer disputes charges or files a complaint against the Company and is not satisfied with the Company's response, the customer may contact the South Dakota Public Utilities Commission at 1-800-332-1782 or 1-605-773-3201. Customers may submit written complaints through the commission website at [www.state.sd.us/puc](http://www.state.sd.us/puc) or via U.S. Mail to the following address:

South Dakota Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre, SD 57501-5070

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**4. TERMS AND CONDITIONS (Continued)****4.8 Deposits**

Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Subscriber may be required to make a deposit or increase a deposit presently held.

4.8.1 A deposit is not to exceed the estimated charges for two (2) months' service plus installation.

4.8.2 A deposit will be returned:

A. When an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned; or

B. At the end of six (6) months of satisfactory credit history; or

C. Upon the discontinuance of service, the Company will refund the Subscriber's deposit or the balance in excess of unpaid bills for the service.

4.8.3 The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.

4.8.4 The Company will pay interest on deposits pursuant to the rules and regulations of the State of South Dakota.

**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.

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**4. TERMS AND CONDITIONS (Continued)****4.10 Cancellation For Cause**

- A. Pursuant to Commission regulations and in compliance with ARSD 20:10:10, the Company may discontinue a Customer's service without incurring any liability for non-payment of a past-due bill when all of the following conditions exist:
- (1) The Customer is liable by contract for the class and place of service which is about to be disconnected and for which payment is past due;
  - (2) The customer has received a payment period of not less than fifteen days from billing transmittal to due date and an additional payment period of not less than five days during which the particular bill has been owing or a shorter payment period of the subscriber has been placed on an early payments list in accordance with the provisions of chapter 20:10:08. The requirement for the payment period is waived in cases of subscriber fraud or illegal use or it is clear that the subscriber is preparing to leave without paying a past-due bill;
  - (3) The Customer has received written notice of the telecommunications company's intention to disconnect, which the company has either mailed or delivered to the address to which bills are customarily sent or the address where the service is provided. In the case of a Customer's first disconnection, the Company shall provide notice by telephone, certificate of mailing, or visit;
  - (4) The Customer, especially if the Customer claims inability to pay or extenuating circumstances, is unwilling to enter into an agreement with the Company to begin liquidating the debt; and
  - (5) There is no bona fide and just dispute surrounding the bill. A dispute is not considered bona fide and just if a Customer does not pay the undisputed portion of a bill and does not, within ten days after notice of the Customer's right to do so, contact the commission about the unresolved dispute.
- B. In addition to nonpayment of past-due bills, the Company may disconnect a Customer without incurring any liability for any of the following reasons:
- (1) Violation of governmental or Company rules set forth in subdivision 20:10:09:03(5). Before disconnecting the Customer, the Company will inform the subscriber of the violation by telephone or by mail;
  - (2) Failure to comply with an agreement to liquidate a continuing debt as described in subdivision 20:10:10:03(4). Before disconnecting the Customer, the Company will attempt to inform the subscriber of its intent to disconnect by telephone or mail;

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**4. TERMS AND CONDITIONS (Continued)****4.10 Cancellation For Cause (Continued)**

- B. In addition to nonpayment of past-due bills, the Company may disconnect a Customer without incurring any liability for any of the following reasons: (Continued)
- (3) Failure to pay an increased deposit as described in ARSD 20:10:08:03. Before disconnecting the Customer, the Company will attempt to inform the subscriber of its intent to disconnect by telephone or mail;
  - (4) Failure to pay an undisputed bill for all telecommunications charges owed the Company, except for pay-per-call charges, for whom the Company is acting as a billing agent. Before disconnecting the subscriber, the Company will comply with the requirements of ARSD 20:10:10:03.
  - (5) When a Customer has accrued an extraordinarily high bill for which the Customer's deposit does not furnish adequate security as required by ARSD 20:10:10:03(2), the Company may disconnect service before the regulatory fifteen-day payment period after giving the Customer notice and an opportunity to pay the bill.
- C. The notice of disconnection sent to a Customer will contain a specific explanation of the following, in compliance with ARSD 20:10:10:05:
- (1) The particular ground upon which the proposed disconnection is based;
  - (2) The Company's intention to disconnect service unless the Customer takes corrective action; and
  - (3) The corrective action which the Customer must take to avoid disconnection.
- D. In compliance with ARSD 20:10:10:10, the Company will not disconnect a Customer's service solely on the following grounds:
- (1) Failure of the Customer to pay for merchandise, pay-per-call charges, or special services purchased from the Company. Special services do not include charges for telephone installations or moves or other acts performed in accordance with tariff filings;
  - (2) The Customer's failure to pay for a different class of telecommunications service received at a different location; or
  - (3) The Customer's failure to pay a bill for which the subscriber is a guarantor.

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4. TERMS AND CONDITIONS (Continued)

4.10 Cancellation For Cause (Continued)

- E. The Company will not disconnect service on any Saturday, Sunday, or legal holiday or at any other time that the Company's business offices are not open to the public. The customer has the right to pay any delinquent bill at any time prior to disconnection in order to preserve uninterrupted service. If a Company representative is offered payment but does not have the authority to collect bills, the representative will contact a Company representative who is authorized to receive such payment and service will not be disconnected.

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.

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**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)****4.14 School and Library Discounts**

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

**4.14.1 General**

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of The Company's services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

**4.14.2 Application for Support****A. E-Rate Program**

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify the Company in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by the Company.

**B. Other Funding Sources**

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify the Company in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by the Company.

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4. TERMS AND CONDITIONS (Continued)4.14 School and Library Discounts (Continued)4.14.3 Receipt of SupportA. E-Rate Program

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Company bills) for all eligible customer premises equipment rentals or other financed arrangements. The Company reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Company bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. The Company will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

B. Other Funding Sources

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. The Company may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

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4. TERMS AND CONDITIONS (Continued)

4.14 School and Library Discounts (Continued)

4.14.4 Failure to Obtain Support

- A. The Customer will reimburse the Company if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to the Company on Customer's behalf. Customer will not be responsible for Support withdrawn due to the Company's material failure to provide Service.
- B. The Company is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- C. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

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4. TERMS AND CONDITIONS (Continued)

4.15 Mileage Between Rate Centers

The mileage between rate centers (for switched voice and data services) and Points of Presence (for Data Services) is calculated based on V & H coordinates as obtained by reference to National Exchange Carriers Association (NECA) Tariff No. 4.

Method of Calculation

The airline mileage between two (2) of the Company's service locations is calculated as follows:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.



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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**6. BUSINESS SERVICES****6.1 Message Telecommunications Services (MTS)**

Message Telecommunications Services, except for Business Sense, are add-ons to the Company's interstate offerings and accordingly, Customers must subscribe to Message Telecommunications Services for both the interstate and intrastate long distance service. These services are available only through Embarq LOC to Embarq LOC business Customers who have selected the Company, Inc. as their Primary Interexchange Carrier. Applicable interstate rates are located in the Company's interstate Business Schedule located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

EMBARQ Calling Card, Operator Services and Directory Assistance are available with all services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using EMBARQ Calling Card and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein, unless otherwise specified in the rates section for a particular service.

**6.1.1 Solutions Service**

A Customer's phone line may not be classified as a "residential," "public," or "semi-public" line or in housing associated with educational institutions.

The term "Dial-1" does not include: 1) calls which are pay-for-use, including but not limited to calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) EMBARQ Calling Card calls, 5) usage from multi-party conference calls and 6) inbound toll free service calls.

If the Company determines the service is not being used for business service or in any other way violates the restrictions of this service, the Subscriber will be ineligible for the service and the Company may terminate the Customer's account.

The Solutions Service rates will apply as long as the Customer remains a Company and an Embarq LOC Customer and subscribes to all of the qualifying services. Customers who discontinue any or all of the qualifying services will no longer be eligible to subscribe to a Solutions Service and will be switched, upon notice, to Business Sense as set forth in Section 6.1.2 of this Tariff.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****6. BUSINESS SERVICES (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.

	<u>Monthly Minimum Usage Level</u>	
	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	\$0.06	\$0.055

**(2) SDS and SDS Toll 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	0.2230	0.2230
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**(3) Monthly Recurring Charge**

No monthly recurring charge applies.

**(4) EMBARQ Calling Card 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.

	<u>Monthly Minimum Usage Level</u>	
	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	\$0.10	\$0.10
Connection Fee, per Call	0.90	0.90

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.1 Solutions Service (Continued)

B. Business Simple Rate (Continued)

(5) Toll Free Service Option

Monthly Minimum Usage Level

	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	\$ 0.06	\$0.055

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](http://www.embarq.com/tariffs).

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

6. BUSINESS SERVICES (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 separate 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) Dial-1 Rate

Per Minute \$0.1420

(2) SDS and SDS Toll Free Rate

Per Minute 0.2230

(3) Monthly Recurring Charge

The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

(4) EMBARQ Calling Card Rates

Per Minute \$0.1420  
Connection Fee, per Call 0.55

(5) Toll Free Service Option

Per Minute 0.1420

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](http://www.embarq.com/tariffs).

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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6. BUSINESS SERVICES (Continued)6.1 Message Telecommunications Services (MTS) (Continued)6.1.1 Solutions Service (Continued)D. Block of Time for Small Business

Block of Time for Small Business offers small business customers a block of minutes for a flat monthly fee. This block of minutes can be used for direct dial outbound long distance voice services in the interstate and intrastate jurisdictions. Block minutes will be applied in the following order to qualified domestic Dial-1 outbound (all blocks), Toll Free Service and qualified residential usage (blocks 500, 1,000, 2,000, 3,000, and 5,000). Block minutes cannot be applied to EMBARQ Calling Card, Operator or Switched Data Service ("SDS"). Each customer may purchase only one block of minutes per month.

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

No international usage can be applied to the block minutes. The Company will charge Customers for any usage in excess of the block minutes (overage minutes) selected at the rates set forth herein. Block minutes that have not been used at the end of the Customer's billing cycle will not carry over to the next month.

The following additional Block of Time for Small Business services are available but will not contribute to the block of minutes: EMBARQ Calling Card and Switched Data Service ("SDS").

The Customer may elect to have employee usage at satellite locations be subscribed to Block of Time for Small Business under the Customer's account via Consolidated Invoicing. No more than ten satellite locations' (e.g., customer's employees' homes) usage can be subscribed under the Customer's account. These satellite locations will receive the applicable per minute rates, including block overage rates, associated with Block of Time for Small Business. The Customer will be financially responsible for the satellite locations' Block of Time for Small Business charges.

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6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.1 Solutions Service (Continued)

D. Block of Time for Small Business (Continued)

(1) Dial-1, Toll Free Service and Qualified Residential Rates

(a) Monthly Recurring Charges

<u>Total Block of Domestic Minutes</u>	<u>Intrastate Monthly Charge</u>
500	*
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 intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

\*\* 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.embarq.com/tariffs](http://www.embarq.com/tariffs).

(b) Overage Rate

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

Overage Per Minute \$0.10

(2) SDS and SDS Toll Free Rate

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 \$0.2230

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.1 Solutions Service (Continued)

D. Block of Time for Small Business (Continued)

(3) EMBARQ Calling Card Rates

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.

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	\$0.10
Connection Fee, per Call	0.55

(4) Toll Free Service Option

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



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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.2 Business Sense**

Business Sense is a packaged telecommunications service which offers small business Customers a flat rated switched product using either domestic and/or international calling for their outbound, EMBARQ Calling Card, and switched data service. EMBARQ Calling Card is available as a feature of the Business Sense out-bound options. There is no monthly recurring charge associated with this product.

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

This service is available to any Embarq LOC business Customer who contacts the Company or is contacted by the Company and requests this service plan. Customers may subscribe to another business service by contacting an Embarq LOC representative.

Customers subscribed to any Solutions Service who discontinue any or all of the qualifying services and/or features and consequently no longer meet the eligibility requirements for that service will be switched to this product. Customers may discontinue this product at any time by subscribing to another business service for which they meet the eligibility requirements.

Business Sense Customer's employees may subscribe to the Customer's Business Sense service for up to 10 satellite locations (e.g., from home). The satellite locations (up to 10) will be eligible to receive the Customer's underlying Business Sense rates, for satellite locations.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.2 Business Sense (Continued)**

	<u>Per Minute</u>
A. <u>Dial-1 Rates</u>	\$0.2816
B. <u>SDS and SDS Toll Free Rate</u>	0.2400
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. <u>Monthly Recurring Charge</u>	
No monthly recurring charge applies.	
D. <u>EMBARQ Calling Card Business Sense Rates</u>	
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	\$0.2816
Connection Fee, per Call	0.80
E. <u>Toll Free Service Option</u>	
Per Minute	\$0.2816
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 <a href="http://www.embarq.com/tariffs">www.embarq.com/tariffs</a> .	

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Service (MTS) (Continued)****6.1.3 Voice Solutions**

A Customer's phone line may not be classified as a "residential," "public," or "semi-public" line or in housing associated with educational institutions.

The term "Dial-1" does not include: 1) calls which are pay-for-use, including but not limited to calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) EMBARQ Calling Card calls, 5) usage from multi-party conference calls, and 6) inbound toll free service calls.

If the Company determines the service is not being used for business service or in any other way violates the restrictions of this service, the Subscriber will be ineligible for the service and the Company may terminate the Customer's account.

Calls placed using EMBARQ Calling Card and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein for Voice Solutions.

Voice Solutions has minimum annual commitment (MAC's) levels with each level having one through three-year commitment terms. Voice Solutions is available to single and multi-location customers for outbound calls which originate using switched access facilities and terminate using shared use facilities. A term plan will automatically renew for an equivalent term and minimum annual commitment level unless the customer provides written notification to cancel the plan, with such notification being received by the Company not less than 45 days prior to the expiration of the term.

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Service (MTS) (Continued)****6.1.3 Voice Solutions (Continued)**

A Voice Solutions customer must commit to one of the following minimum annual commitment levels of contributory usage charges: (1) \$3,000, (2) \$6,000, (3) \$12,000, (4) \$36,000 or (5) \$60,000. Voice Solutions is available on a one-year, two-year or three-year basis. Contributory usage charges (calculated prior to the application of any discounts) are aggregated across outbound, toll free, switched data (inbound and outbound), EMBARQ Calling Card, including all calling options; all locations and all jurisdictions (intrastate, interstate and international) in order to meet the minimum annual commitment level.

The Company reserves the right, after the conclusion of the first three billing months of the Voice Solutions customer's contract, to move the customer to a lower commitment level that is more directly comparable to the customer's current usage.

Voice Solutions customers terminating all Voice Solutions services prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to the underutilized portion of the MAC plus the full MAC for any remaining 12 month periods in their term plan agreement. The termination liability will be billed in one lump sum. Customers will not incur this termination liability for their former term plan commitment if they request a new MAC equal to or greater than the previous level and agree to sign a new term plan agreement for a period equal to or greater than the term of their current plan. The customer will, however, be assessed the termination liability if they terminate all Voice Solutions service prior to fulfilling their new term commitments.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Service (MTS) (Continued)****6.1.3 Voice Solutions (Continued)**

All Commitment Levels	Term Commitment		
	1 Year Rate (VS1,VS4,VS7, VSA,VSD)	2 Year Rate (VS2,VS5,VS8, VSB,VSE)	3 Year Rate (VS3,VS6,VS9, VSC,VSF)
<b>A. <u>Dial-1 Rates</u></b>			
Per Minute	\$0.1920	\$0.1860	\$0.1800
<b>B. <u>SDS and SDS Toll Free Rates</u></b>			
Per Minute	\$0.2893	\$0.2805	\$0.2717
<b>C. <u>Monthly Recurring Charge</u></b>			
The monthly recurring charge which affords customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at <a href="http://www.embarq.com/tariffs">www.embarq.com/tariffs</a> .			
<b>D. <u>EMBARQ Calling Card Rates</u></b>			
Per Minute	\$0.2270	\$0.2270	\$0.2270
<b>E. <u>Toll Free Service Option</u></b>			
Per Minute	\$0.1920	\$0.1860	\$0.1800

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](http://www.embarq.com/tariffs).

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Service (MTS) (Continued)****6.1.4 Business Basics**

Business Basics offers small business Customers a flat rate for Dial-1, EMBARQ Calling Card, and SDS. There is no monthly recurring charge associated with this product.

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

To be eligible for Business Basics, business customers must: 1) subscribe to any Solutions Package; or, 2) be a multi-line Customer with at least one local exchange service line or trunk provided by Embarq LOC, with a minimum of four lines presubscribed to this service.

Customers who subscribe to this service and subsequently cancel their qualifying service needed to maintain eligibility will be switched, upon notice, to Business Sense as set forth in Section 6.1.2 of this Tariff.

Business Basics Customers' employees may subscribe to the Customer's Business Basics service for up to 10 satellite locations (e.g., from home). The satellite locations (up to 10) will be eligible to receive the Customer's underlying Business Basics rates for satellite locations. Unless, otherwise indicated, all Business Basics calls are rated in full-minute increments. Partial minutes will be rounded up to the next full minute.

**A. Dial-1 Rate**

Per Minute	\$0.10
------------	--------

**B. EMBARQ Calling Card**

Per Minute	\$0.10
Per Call Connection Fee	0.90

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6. BUSINESS SERVICES (Continued)6.1 Message Telecommunications Service (MTS) (Continued)6.1.4 Business Basics (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](http://www.embarq.com/tariffs).

D. SDS and SDS Toll Free Rate

Per Minute \$0.24

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.

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7. MISCELLANEOUS SERVICES

7.1 Casual Caller Service

7.1.1 General

Casual Caller Service is available to any person who uses the Company's 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 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 3 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in Company's billing system.

Casual Caller Service is available for use twenty-four hours a day by dialing "101XXXX +" to access the Company's network where equal access (FGD) is available. By placing a call on the Company network, a Casual Caller accepts and agrees to the regulations and rates specified in this section.

If the Company charges a Customer Casual Caller rates in error, or through an error by the local telephone company, the account will be credited for the erroneous charges.

A service charge will apply to each Casual Caller call, placed via direct dial or operator assisted Station-to-Station or Person-to-Person, excluding Directory Assistance. If an operator assists with the call, the call will be rated at Operator Services usage rates as set forth in the Operator Services section of this Tariff. In addition, the appropriate Operator Service Call Placement Charge as specified in the Operator Services section of this Tariff is applicable.

7.1.2 Rates

Per Minute Rate	\$1.09
Per-Call Service Charge	3.99

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**7. MISCELLANEOUS SERVICES (Continued)****7.2 EMBARQ Calling Card****7.2.1 General**

EMBARQ Calling Card is available to business customers who subscribe to Message Telecommunications Services (MTS). All Subscribers will receive an 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 Subscribers access the Company's network by dialing "1-800-877-8000", plus "0," the called telephone number and EMBARQ Calling Card number.

A per call connection fee plus Per Minute usage rates apply when an EMBARQ Calling Card is used by EMBARQ Calling Card Customers for calls originating and terminating within the State of South Dakota. If a Company Operator assists in call placement, the 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.

The EMBARQ Calling Card rates for business Customers are listed with the specific services with which EMBARQ Calling Card is provided.

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

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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.

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 an 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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7. MISCELLANEOUS SERVICES (Continued)

7.3 Directory Assistance (DA) (Continued)

7.3.2 Rates and Charges

A. Direct Dialed Calls

- |     |                                  |        |
|-----|----------------------------------|--------|
| (1) | Per-call charge                  | \$1.99 |
| (2) | Call completion charge-automated | 0.50   |

B. Operator Assisted Calls

- |     |                          |                 |
|-----|--------------------------|-----------------|
| (1) | Per-call charge          | \$1.99          |
| (2) | Call completion charge   | 0.50            |
| (3) | Operator Service charges | See Section 7.4 |

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**7. MISCELLANEOUS SERVICES (Continued)****7.4 Operator Service****7.4.1 General**

Operator Service is available to Customers for operator-assisted calls. Access to the Company's Operator can be from either tone-generating and/or rotary-dial telephone instruments and is obtained by dialing one or more of the following dialing methods, depending upon the LEC access arrangements and/or area of origination. When calling from a payphone, hotel, motel, or other transient location, refer to the telephone instrument for dialing instructions.

Customers who are presubscribed to the Company as their Primary Interexchange Carrier may dial "00" to reach a Company operator; or dial "0+ the called telephone number (NPA+ NXX-XXXX)" for long distance calling assistance from equal access (FGD) areas.

Casual Caller Customers must dial "101XXXX + 0" to reach a Company operator from Equal Access areas. Direct dialed operator-assisted Casual Caller calls must be dialed as "101XXXX + 0 + NPA + NXX-XXXX". The Casual Caller Per-Call Service Charge as specified in Section 7.1 of this Tariff applies in addition to the applicable Operator Service Call Placement Charge. The operator-assisted Casual Caller call will be rated at the Operator Service usage rates.

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The following rates will apply to operator handled calls placed within the State of South Dakota. 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

<u>Class Of Service</u>	<u>Call Placement Charge Or Connection Fee</u>	
	<u>Non-Transient</u>	<u>Transient<sup>(1)</sup></u>
(1) Station-to-Station	\$5.50	\$5.50
(a) Station-to-Station LEC	5.50	5.50
(2) Person-to-Person	4.90	9.49
(3) Collect Station-to-Station	5.50	5.50
(4) Collect Person-to-Person	4.90	9.49
(5) Third-Party Billing		
(a) Station-to-Station	5.50	5.50
(b) Person-to-Person	4.90	9.49
(6) LEC Calling Card <sup>(2)</sup>		
(a) Operator Dialed Station-to-Station	5.50	5.50
(b) Customer Dialed Station-to-Station	5.50	5.50
(c) Person-to-Person	4.90	9.49
(7) Problem Assistance	0.00	0.00
(8) Operator-Dialed Surcharge <sup>(3)</sup>	1.15	1.15

<sup>(1)</sup> Includes payphones, hotels, motels, or other transient locations.

<sup>(2)</sup> 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.

<sup>(3)</sup> 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 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.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**7 Miscellaneous Services (Continued)7.4 Operator Service (Continued)7.4.2 Rates and Charges (Continued)A. Call Placement Charges or Connection Fees (Continued)

<u>Class Of Service (Continued)</u>	<u>Call Placement Charge Or Connection Fee</u>	
	<u>Non-Transient</u>	<u>Transient<sup>(1)</sup></u>
(9) Busy Line Verification <sup>(2)</sup>	\$6.50	\$6.50
(10) Emergency Interruption <sup>(2)</sup>	6.50	6.50

B. Usage Rates

	<u>Per Minute of Use</u>
Transient and Non Transient <sup>(1)</sup>	\$0.89

(1) Includes payphones, hotels, motels, or other transient locations

(2) 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.

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7. Miscellaneous Services (Continued)

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	\$0.55
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8. Promotional Offerings

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscribers' awareness of a particular tariff offering. These offerings may be limited to certain dates, and/or times.

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**9. DATA SERVICES****9.1 TERMS AND CONDITIONS**

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

**9.1.1 Application for Service**

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.

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.

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9. DATA SERVICES (Continued)9.1 TERMS AND CONDITIONS (Continued)9.1.1 Application for Service (Continued)A. Cancellation of Application for Service

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

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.

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9. DATA SERVICES (Continued)9.1 TERMS AND CONDITIONS (Continued)9.1.2 Obligations of the Customer

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.

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9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.3 Minimum Service Period

The minimum service period is one year.

9.1.4 Connection with Other Communications Services

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.

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9. DATA SERVICES (Continued)9.1 TERMS AND CONDITIONS (Continued)9.1.5 Alternative Access Facilities

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

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

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

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.
- 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.

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9. DATA SERVICES (Continued)9.1 TERMS AND CONDITIONS (Continued)9.1.9 Provision of Service with Non-Fiber Access Facilities

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.

9.1.10 Discontinuance of Service without Liability

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.

9.1.11 Trouble Shooting at Customer's Premises

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.

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**9. DATA SERVICES (Continued)****9.2 LOCAL ACCESS FACILITIES****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.

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9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 Service Components and Rates

A. Central Office Connection

	<u>Monthly Recurring Charge</u>	<u>Installation 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. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).



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9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 Service Components and Rates (Continued)

B. Access Coordination Fee

	<u>Monthly Recurring Charge</u>	<u>Installation 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)

C. Access Facility Charges

	<u>Monthly Recurring Charge</u>	<u>Installation 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. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

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9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 Service Components and Rates (Continued)

D. Miscellaneous Services

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

(1) Trouble Shooting At Customer's Premises

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)

(1) 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. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****9. DATA SERVICES (Continued)****9.2 LOCAL ACCESS FACILITIES (Continued)****9.2.2 Service Components and Rates (Continued)****D. Miscellaneous Services (Continued)****(2) Out-of-Hours Work Charge**

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 Hour<sup>(1)</sup>**(3) Moves and Rearrangements**

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<sup>(1)</sup>

Rate per Channel-End

**4) Record Change**

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<sup>(1)</sup>

Each occurrence

<sup>(1)</sup> 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. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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9. DATA SERVICES (Continued)

9.2 LOCAL ACCESS FACILITIES (Continued)

9.2.2 Service Components and Rates (Continued)

D. Miscellaneous Services (Continued)

(5) B8ZS Pricing

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. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

(6) Entrance Facility Charges

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.

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

(1) 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. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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9. DATA SERVICES (Continued)9.2 LOCAL ACCESS FACILITIES (Continued)9.2.2 Service Components and Rates (Continued)E. Cancellation Charges

Nonrecurring charges apply when Local Access Facilities are cancelled:

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

<sup>(1)</sup> The Company's Nonrecurring Charges for Cancellation Charges mirror its interstate Cancellation Charges. See the Company's interstate Schedule No. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

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**9. DATA SERVICES (Continued)****9.3 FRAME RELAY SERVICE****9.3.1 General Description**

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.

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**9. DATA SERVICES (Continued)****9.3 FRAME RELAY SERVICE (Continued)****9.3.2 Term Plan**

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 Termination Liability**

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.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)9.3 FRAME RELAY SERVICE (Continued)9.3.4 Rates and ChargesA. Installation Charges(1) Per Access Channel

<u>Data Speeds</u>	<u>Nonrecurring Charge</u>
56 Kbps to 768 Kbps	\$ 125.00
1536 Kbps	250.00
T-3 (45 Mbps)	2,200.00
(2) <u>Per PVC</u>	\$ 25.00

B. Monthly Recurring Charges (MRC)(1) Access Channels

<u>Data Speeds</u>	<u>1 Year MRC</u>	<u>2 Year MRC</u>	<u>3 Year MRC</u>
56 Kbps	\$ 93.00	\$ 86.00	\$ 79.00
64 Kbps	93.00	86.00	79.00
128 Kbps	200.00	185.00	170.00
256 Kbps	227.00	210.00	193.00
384 Kbps	320.00	296.00	273.00
512 Kbps	402.00	373.00	343.00
640 Kbps	459.00	425.00	391.00
768 Kbps	514.00	476.00	438.00
1536 Kbps	809.00	749.00	689.00
T-3 (45 Mbps)	9,261.00	8,575.00	7,889.00

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)9.3 FRAME RELAY SERVICE (Continued)9.3.4 Rates and Charges (Continued)B. Monthly Recurring Charges (MRC) (Continued)(2) Permanent Virtual Circuit (PVC)

<u>Data Speeds</u>	<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

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9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES

9.4.1 General Description

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

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:

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

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)

## 9.4 PRIVATE LINE SERVICES (Continued)

9.4.1 General Description (Continued)B. LightLink Service

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>	<u>% Availability</u>	<u>% Error Free Seconds</u>
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.

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9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.1 General Description (Continued)

C. OptiPoint-3 (OC-3) Service

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:

<u>Airline Miles</u>	<u>% Availability</u>	<u>% Error Free Seconds</u>
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

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>	<u>% Availability</u>	<u>% Error Free Seconds</u>
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.

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9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.2 Optional Service Features

A. Clear Channel Capability

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.

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

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.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)9.4 PRIVATE LINE SERVICES (Continued)9.4.5 Service Components and RatesA. Channel Mileage Charges

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) TransLink

	1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <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

(2) LightLink

	1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <u>MRC</u>
Minimum	\$1,332.32	\$1,211.20	\$1,162.75
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

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)9.4 PRIVATE LINE SERVICES (Continued)9.4.5 Service Components and Rates (Continued)A. Channel Mileage Charges (Continued)(3) OptiPoint-3 (OC-3)

	1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <u>MRC</u>
Minimum	\$3,400.37	\$3,091.25	\$2,859.40
0-299 Miles	16.73	15.56	14.40
300-399 Miles	13.05	12.14	11.53
400-499 Miles	10.94	10.18	9.67
500-599 Miles	7.60	7.07	6.72
1,000 + Miles	6.18	5.89	5.45

(4) OptiPoint-12 (OC-12)

	1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <u>MRC</u>
Minimum	\$9,124.35	\$8,404.00	\$8,163.89
0-299 Miles	48.60	44.77	43.49
300-399 Miles	38.24	36.18	35.14
400-499 Miles	33.17	31.38	30.48
500-599 Miles	24.45	23.13	22.47
1,000 + Miles	20.30	19.73	19.17

9.4.6 Optional FeaturesA. Clear Channel Capability

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. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)9.4 PRIVATE LINE SERVICES (Continued)9.4.7 Service Cancellation Charges

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>	<u>Pre-ASR</u>	<u>Post-ASR</u>
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)

<sup>(1)</sup> The Company's Nonrecurring Charges for Service Cancellation Charges mirror its interstate Service Cancellation Charges. See the Company's interstate Schedule No. 3 located at [www.embarq.com/tariffs](http://www.embarq.com/tariffs).