



CenturyLink™

WWW.CENTURYLINK.COM
5454 WEST 110TH STREET
OVERLAND PARK, KS 66211

April 9, 2010

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

RE: TK001

Dear Ms. Salak:

Attached for filing, please find the following revised pages for the Embarq Communications, Inc. d/b/a CenturyLink Communications Florida P.S.C. Tariff No. 2. This filing is submitted with a proposed effective date of April 10, 2010. The Company's tariffs are available on its website at <http://about.centurylink.com/tariffs/>.

Check Sheet	67th Revised Page 2	Section 4 (cont'd)	Original Page 13.1
Index	6th Revised Page 6	Section 6	4th Revised Page 52
Section 4	1st Revised Page 13		

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking when customers do not secure their equipment.

This filing also includes clarifying text for Enhanced Voice Solutions. This language already appears in the Company's Interstate Business Schedule No. 2 and was inadvertently omitted from this tariff in prior filings. Customers are not impacted by these revisions.

If you have any questions or need additional information regarding this filing, please call me.

Sincerely,

Debra Levy

Attachments

cc: Sandy Khazraee

FL10-03

DEBRA LEVY
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

*Asterisk indicates changes in current Tariff filing.

<u>Sheet</u>	<u>Revision No</u>	<u>Sheet</u>	<u>Revision No.</u>	<u>Sheet</u>	<u>Revision No.</u>	<u>Sheet</u>	<u>Revision No.</u>
1	1st	34	10th	61	2nd	66	4th
2	* 67th	35	3rd	62	2nd	67	6th
2.1	14th	36	3rd	62.1	Original	68	3rd
3	9th	37	6th	62.2	Original	69	3rd
3.1	Original	38	4th	62.3	Original	70	6th
4	Original	39	6th	63	1st	71	3rd
5	2nd	39.1	1st	64	1st	72	4th
6	* 6th	39.2	1st	64.1	Original	73	3rd
6.1	1st	40	3rd	64.2	2nd	74	3rd
7	1st	41	5th	64.3	1st	75	4th
8	Original	42	10th	64.4	Original	76	3rd
9	2nd	43	4th	64.5	2nd	77	2nd
9.1	Original	44	5th	64.6	1st	78	3rd
9.2	3rd	45	2nd	64.7	Original	79	2nd
10	5th	46	5th	64.8	2nd	80	3rd
10.1	Original	47	6th	64.9	2nd	81	3rd
10.2	Original	48	5th	64.10	1st	82	6th
10.3	Original	49	4th	64.11	1st	83	3rd
10.4	Original	49.1	4th	64.12	Original	84	5th
10.5	Original	49.2	2nd	64.13	Original	85	3rd
11	3rd	49.3	3rd	65	8th	86	4th
11.1	Original	49.4	2nd	65.1	1st	87	4th
12	Original	49.5	3rd	65.2	1st	88	4th
13	* 1st	49.6	1st	65.3	1st	88.1	2nd
13.1	* Original	49.7	Original	65.4	1st	88.2	2nd
14	2nd	49.8	Original	65.5	1st	88.3	2nd
15	2nd	49.9	1st	65.6	1st	88.4	2nd
16	1st	50	5th	65.7	1st	89	3rd
17	Original	51	5th	65.8	1st	90	3rd
18	Original	52	* 4th	65.9	1st	91	3rd
19	Original	53	5th	65.10	1st	92	3rd
20	1st	54	4th	65.11	1st	93	3rd
21	1st	54.1	6th	65.12	1st	94	4th
22	Original	54.2	2nd	65.13	1st	95	3rd
23	Original	54.3	2nd	65.14	1st	96	3rd
24	Original	54.4	Original	65.15	1st	97	6th
25	1st	54.5	Original	65.16	1st	98	3rd
26	2nd	54.6	Original	65.17	1st	99	3rd
27	3rd	54.7	Original	65.18	1st	100	4th
28	3rd	54.8	Original	65.19	1st		
29	6th	55	2nd	65.20	1st		
30	7th	56	4th	65.21	1st		
31	5th	57	2nd	65.22	1st		
32	2nd	58	Original	65.23	1st		
33	9th	59	1st	65.24	1st		
33.1	Original	60	4th	65.25	1st		

ISSUED:
04-09-10

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)

4.2 Liability of the Company

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. 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.

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(M) Material previously found on this page now appears on Original Page 13.1.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)

4.2 Liability of the Company (Continued)

4.2.5 Unauthorized Access and Hacking

Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

(N)

(N)

4.2.6 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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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.3 Enhanced Voice Solutions

Enhanced Voice Solutions is a flat-rated service designed to meet the communications needs for mid to large business customers. Only associated customer locations are eligible to use Enhanced Voice Solutions services.

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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 Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein for Enhanced Voice Solutions. Enhanced Voice Solutions has minimum annual commitment (MAC's) levels with each level having one through three-year commitment terms. Enhanced 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 at the rates in effect under the prior term plan, unless either the Company or the Customer provides written notification to cancel the plan, with such notification being received by the notified party not less than 45 days prior to the expiration of the term.

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