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ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

CenturyLink™
www.CenturyLink.com
5454 W. 110th Street
Overland Park, KS 66211

March 1, 2010

Docket Control
Arizona Corporation Commission
1200 West Washington St.
Phoenix, AZ 85007

T-20443A-10-0077

Re: Embarq Communications, Inc. d/b/a CenturyLink Communications Docket No. T-20443A

Dear Sir/Madam:

Enclosed for filing are an original and thirteen copies of revisions to the Embarq Communications, Inc. d/b/a CenturyLink Communications Interexchange Telecommunications Services, Arizona Tariff C.C. No. 1.

Section 4, 1st Revised Page 2

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking.

Embarq Communications, Inc. respectfully requests these changes be approved with an effective date of April 5, 2010. If you have any questions regarding this filing, please call me.

Sincerely,

Debra A. Levy

Enclosures

AZ 10-01

Arizona Corporation Commission

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MAR -2 2010

DOCKETED
MR

Debra A. Levy
Tariff Analyst II
Debra.Levy@CenturyLink.com
Voice: (913) 345-7571
Fax: (913) 345-6756

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.

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.

(T)

ISSUED:
03-02-10

Regulatory Operations - Tariffs
5454 West 110th Street
Overland Park, Kansas 66211

EFFECTIVE:
04-05-10