

## RescueIT<sup>SM</sup> Terms and Conditions

**1. Agreement.** This agreement ("Agreement") covers the terms on which we agree to provide, and you agree to accept, RescueIT<sup>SM</sup> Services for residential customers ("Services"). You accept this Agreement when you do any of the following: (a) provide your written or electronic signature; (b) accept through an oral or electronic statement; (c) attempt to or in any way use any of the Services; (d) pay for any Services; or (e) open any materials or package that says you are accepting when you open it. The Agreement includes the terms in this document together with the terms associated with the Services you select (as described in our marketing materials, e.g., program brochures, website materials). You should carefully read all terms in the Agreement, including among other terms, a MANDATORY ARBITRATION of disputes provision. In this document, we use the words "we," "us," "our" or "Embarq" to refer to EMBARQ, any entities under common control with or controlling EMBARQ, and any affiliates doing business as EMBARQ.

**2. Changes to the Agreement.** We may add, change, or cancel any charges, fees, or the terms of this Agreement at any time. Any changes to the Agreement are effective when we publish them. At our sole discretion, we may change the Services or impose hours of operation for certain options and certain types of Services. Changes to Services will be effective at the start of your next full invoicing cycle for monthly payments. In certain instances, the changes may take place sooner, in which case your invoice will reflect pro-rated charges if the price of the service is changed during the billing cycle. Changes to Services provided on a continued basis will be effective immediately. Consistent with this Agreement: (a) we may terminate Services or access to any of the Service at any time with notice to you and, in certain instances, without notice; and (b) you may terminate Services at any time with prior notice to us, including calling the customer service number on your EMBARQ invoice. Your termination of Services may not relieve you of any duties under this Agreement, including your obligation to pay all charges for Services. **If you continue to use the Services or make any payment to us on or after the effective date of the changes, you accept the changes.**

**3. Term and Termination; Early Termination Fees.** The Services are offered subject to multiple term options.

- 3.1** The Protection Plan (described below) requires a 12-month term commitment. An early termination fee of \$50 applies.
- 3.2** One-Time Phone Support (described below) has no term commitment and is provided on a single-call basis.
- 3.3** In-Home Computer Support (described below) has no term commitment and is provided on an as requested basis.
- 3.4** EMBARQ will not be responsible for any delay, interruption, or other failure to perform under the Agreement due to acts beyond our control ("Force Majeure Events"). Force Majeure Events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond our reasonable control.
- 3.5** It may take up to 30 days to disconnect your Services. Regardless of the reason for disconnection, you must pay all charges incurred until EMBARQ's disconnection of your Services. You will be charged the full MRC for your Services for the month in which your Services terminate. Promotional credits or discounts may not be provided on your final invoice. If you reinstate Services following cancellation or termination, we may require you to pay a deposit or an activation fee.

**4. Charges and Payment.**

- 4.1 Charges.** EMBARQ will bill you for Services on a monthly basis based on current EMBARQ prices and charges posted to <http://www.embarq.com>, and listed in any written information sent to you by EMBARQ. In the event of conflict among these prices and charges, the most-current prices and charges govern. You agree to pay these charges and also, if applicable, any activation fees, Equipment charges, connection charges, usage charges, monthly fees, monthly minimums, other fees, surcharges, taxes and federal, state and local government or quasi-government imposed or permitted charges. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. You agree to pay all taxes, surcharges, assessments, and other fees that are related to the Services and included on your invoice or bill, unless you are exempt from these payments and can provide documentary evidence of such exemption to EMBARQ. Upon the expiration or termination of Services for any reason prior to the

end of a billing cycle, EMBARQ will charge you the full monthly recurring charges for Services during the billing cycle (along with all applicable nonrecurring charges, taxes, surcharges, and fees) and will not pro-rate these charges. These charges will be in addition to any early termination fees, if applicable.

- 4.2 Billing.** Monthly recurring charges (“MRCs”) for Services begin accruing when the Service is available for your use. You may be invoiced a prorated portion of any MRCs in the initial month of service. MRCs may be billed in arrears or in advance, depending on the Service, while monthly usage charges are generally billed in arrears. If your monthly charges net to \$0, you may not be mailed a paper invoice. Invoice information will remain available in your account information located at <http://www.embarq.com> or by calling us at the EMBARQ™ customer service number listed on your invoice, and an additional fee may be charged for invoice reprints.
- 4.3 Payment.** You must pay all charges applicable to your Services, including all applicable taxes, fees, activation fees, and surcharges, in U.S. currency within 30 days of the invoice date. EMBARQ may charge you late payment fees or interest on those charges equal to the maximum rate allowed by law for all late payments. The interest will be applied to the entire unpaid balance. If we don’t receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys’ fees. EMBARQ may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. EMBARQ’s acceptance of late or partial payment (even those marked, “PAID IN FULL”) and late payment charges will not constitute waiver of any of our rights to collect the full amount due under this Agreement.
- 4.4 Disputed Charges.** Except as otherwise provided by applicable law, disputes concerning any charges invoiced must be raised within 30 days of the date of the invoice. You accept all charges not disputed within 30 days. EMBARQ and its customers waive all rights of subrogation against each other in connection with Services. To dispute a charge on your invoice, you must follow the dispute procedures in this Agreement.
- 4.5 Credit Check; Deposits; Credit Limits.** Our provision of Services to you is subject to our approval of your credit. You give EMBARQ permission to check and verify your credit as needed in EMBARQ’s sole discretion. If we determine you are a credit risk at any time during your Service period with EMBARQ, we may require that you submit a deposit or make an advance payment to us in a reasonable amount that we determine. If you fail to pay for Services when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish credit as provided by applicable state law, we reserve the right to refuse to provide you Service. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the Services to which you have access if you exceed this credit limit.
- 5. Description of Services.** The Services are available only to EMBARQ residential customers. Services described in this Agreement are not available to business customers or residential customers that do not have active EMBARQ® residential services. You agree to use the Services in the manner described and provided by EMBARQ in this Agreement. The Services may be provided in one of three options as described: (a) Protection Plan; (b) One-Time Phone Support; and (c) In-Home Computer Support.

- 5.1 Protection Plan.** This Service is available for a monthly service fee with the term commitment and early termination fee described above. Your subscription to the Protection Plan also includes a discount on each In-Home Computer Support service call you make while subscribing to the Protection Plan. This Service requires you to call a designated EMBARQ customer service center during designated service hours. Outside of the designated customer service center hours of operation, we will make reasonable efforts, in our sole discretion, to provide you with the opportunity to speak with a qualified technician, but make no guarantees of availability. We provide no software or other materials for your computer or network. Customer’s computer must operate with Windows 2000 (with a minimum of 512MB of RAM), Windows XP (with a minimum of 512MB of RAM), or Windows Vista (with a minimum of 1GB of RAM) systems. Before any Service is provided, you must have a current, up-to-date security software license or accept installation of EMBARQ® Online Security. We do not provide support for Apple computers, or any operating system installation, reinstallation, or system recovery via the Protection Plan. Support provided by this Service includes comprehensive computer support by phone for one personal computer including the following items (items subject to change at any time with or without notice, as described in this Agreement):

- (a) Computer Hardware Support (set-up, installations, virus support, and troubleshooting)
- (b) Computer Software Support (set-up, installations, virus support, and troubleshooting)
- (c) Operating System Support
- (d) Computer Security Support
- (e) Home Networking Support
- (f) Regularly-scheduled, remote PC tune-ups. We reserve the right to limit the number of tune-ups for specific customers or all customers, in our sole discretion.

**5.2 One-Time Phone Support.** On a one-time basis for a one-time fee, this Service has the same requirements, operation, and computer support (except for regularly-scheduled, remote PC tune-ups) as the Protection Plan. This Service excludes support for Apple computers, or any operating system installation, reinstallation, or system recovery. Each call to EMBARQ for One-Time Phone Support will be billed a one-time fee on your EMBARQ invoice.

**5.3 At-Home Computer Support.** This Service is available for a one-time fee. Any add-on service performed during the at-home service call for any additional in-home computer service will result in an additional one-time fee(s). This Service requires you to call a designated EMBARQ customer service center during designated service hours. Following an initial diagnosis of your needs by our customer service center, a technician will be dispatched to your premises for a certain, defined one-time Service. Outside of the designated customer service center hours of operation, we will make reasonable efforts, in our sole discretion, to provide you with the opportunity to speak with a qualified technician but make no guarantees of availability. We reserve the right to alter appointment times or cancel appointments, but will make reasonable efforts to accommodate your preferred date and time for Service during our standard Service hours. You agree to provide at least 24-hours notice if you cancel the scheduled appointment. You agree to pay for any scheduled appointment that you cancel for any or no reason with less than 24 hours notice to us. We provide no software or other materials for your computer or network. We provide no software or other materials for your computer or network and may change levels of support on operating systems at any time.

- (a) **Customer Requirements.** To use this Service, you must (1) be at least 18 years old and be present while our technician is on-site, (2) have compatible hardware meeting Microsoft Windows® or Apple requirements, (3) have all necessary connections require customer-supplied wiring and adaptors, (4) have all computers in working condition for connection of digital products, and (5) agree to this Agreement in writing before service provided. Customer's computer must operate with Windows 2000 (with a minimum of 512MB of RAM), Windows XP (with a minimum of 512MB of RAM), or Windows Vista (with a minimum of 1GB of RAM) systems. Before any Service is provided, you must have a current, up-to-date security software license or accept installation of EMBARQ® Online Security. We do support Apple computers under the At-Home Computer Support Service only. Additional charges apply for required (or optional) parts, hardware and software upgrades needed to complete the requested service. Parts and software purchased for repair are subject to their individual warranty as applied by the manufacturer.
- (b) **Examples of the types of support provided by this Service include the following items (items subject to change at any time with or without notice, as described in this Agreement).**
  - (1) Install a New Computer System
  - (2) Install, Upgrade or Troubleshoot Computer Software
  - (3) Install or Troubleshoot Computer Equipment. Choose from one of the following three options: optimize your computer's performance (PC Tune Up), troubleshoot and repair a computer, or install or troubleshoot a home network
  - (4) Expand or Configure a Home Network

## **6. Restrictions and Excluded Services.**

**6.1** In its sole discretion, EMBARQ may accept or reject your order for Services for any reason. Before activation of Services, EMBARQ may check your credit, verify your identity, charge a deposit, prepayment or other fee to establish or maintain Services, or require that you execute any authorizations and verifications it deems necessary. You must have and maintain satisfactory credit to receive and continue to receive Services. EMBARQ reserves the right to limit the amount of time spent on any single issue with each Service. EMBARQ also may recommend the dispatch of a Service technician to your premises, at additional cost to you, to resolve any issue.

- 6.2 For one-time Services, we will provide additional Services at no additional charge for 48 hours following the date that the Services were provided or performed if the identical problem(s) (and not a new or additional problem) for which we provided Services to you initially persists. Customer will promptly report to EMBARQ any problems with the Services provided. Any problems not reported immediately after Service provided may not be considered as part of the original requested service.
- 6.3 EMBARQ reserves the right to limit the Services at any time, without notice to you. But the following support items are not included in the Services:
- (a) The installation, configuration, or troubleshooting of P2P clients, such as Limewire.
  - (b) Any work related in any way to any questionable or adult materials, in EMBARQ's sole discretion
  - (c) Training associated with any software

7. **Customer Acknowledgement; Abuse and Fraud.**

- 7.1 You authorize EMBARQ and its authorized contractors and vendors to install any software, wiring, modems, and equipment (collectively, the "Equipment") at your Service location necessary to provide the Services. You grant to EMBARQ or its contractors an irrevocable license to enter your location during normal business hours, as determined by EMBARQ, to perform installation, repair or maintenance services in support of the Services. As needed, you will provide reasonable cooperation to enable EMBARQ or its agents to install or repair the Services. Customer is responsible for damage to Equipment and Services located on Customer premises, excluding reasonable wear and tear or damage caused by EMBARQ. You warrant that the installation location will be prepared for such on-site support and will be clean and safe at all times for such installation, including warranting that the site is free of asbestos (whether encapsulated or exposed) and other hazardous materials, as defined by federal or state law. If this warranty cannot be made or if EMBARQ or its authorized contractors and vendors do not find an adequate on-site environment, do not believe that such warranty is made, Embarq may, in addition to any other legal or equitable remedies: (a) decline to make any equipment installations in areas known or suspected of containing hazardous materials; or (b) unilaterally make an adjustment to the purchase price to reflect any increased costs of performance because of known or suspected hazardous materials on the premises.
- 7.2 You understand and agree that prior to contacting or allowing EMBARQ to advise on computer related issues or perform repair on your personal computer, it is your responsibility to back-up files, including but not limited, data, software, or other information stored on your computer disks and/or drives. You acknowledge and agree that EMBARQ will not be responsible under any circumstance for any loss or corruption of data and/or software. EMBARQ will make all reasonable efforts to diagnose and solve your computer related problems. In some cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond EMBARQ's control. You will not use the Services for fraudulent, unlawful, or destructive purposes, or behave an abusive manner toward EMBARQ, in EMBARQ's sole discretion, including multiple contacts with EMBARQ during a short period of time. If you use the Services or act in this manner, EMBARQ may terminate Services (with early termination fee, if applicable). If any investigation is required, you will cooperate fully with EMBARQ, or applicable group, authority, or agency. **In our sole discretion and without liability to you, EMBARQ may place restrictions on use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of these terms.**
- 7.3 You agree to comply with the EMBARQ Acceptable Use policy and Privacy Policy, both posted to <http://www.embarq.com> and incorporated by this reference. The Privacy Policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). To ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.

8. **Disclaimer of Warranties.** EMBARQ PROVIDES ALL SERVICES "AS IS" AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EMBARQ DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND YOU WILL HOLD US HARMLESS FOR ALL SUCH PROBLEMS.

**9. Limitation of Liability**

**9.1 Direct Damages.** Neither we nor our vendors, suppliers or licensors are liable for any direct damages arising out of or in connection with any: (a) act or omission by you, or another person or company; (b) providing or failing to provide Services, including deficiencies or problems with your high speed internet service, network coverage or Services (c) content or information accessed while using our Services, such as through the internet; or (d) interruption or failure in accessing or attempting to access Services, including any failures caused by Equipment. Certain portions of the Services will be provided by parties that are independent contractors to EMBARQ. EMBARQ disclaims and is not liable for all acts or omissions committed by any such independent contractors. *If EMBARQ is found to be responsible to you for monetary direct damages relating to the Services, you agree that any such damages will not exceed the pro-rated monthly recurring charge for your affected Services during the affected period or the one-time charge you paid EMBARQ for the affected Services.*

**9.2 NO CONSEQUENTIAL OR OTHER DAMAGES.** UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

**10. Indemnification.** You will indemnify and defend EMBARQ, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all claims, damages, losses, or liabilities, including reasonable attorneys' fees, arising from or relating to any Service, or any act or omission by you related to any Service or any person you authorize or permit to use any Service, including incorrect or misleading information, libel, slander, invasion of privacy, identity theft, intellectual property infringement, and any defective Services and Equipment.

**11. DISPUTE RESOLUTION.**

**11.1 Dispute Process.** If you have a dispute with EMBARQ relating to any matter, you agree to first notify EMBARQ Customer Service at the number listed on your invoice or to write EMBARQ at 5454 W. 110<sup>th</sup> Street, Overland Park, KS 66211, Attn: Vice President, Commercial Law, in an attempt to resolve your dispute. You must describe your dispute with specificity and provide EMBARQ with any supporting documentation. If EMBARQ has a dispute with you, it will notify you in writing sent to your billing address in an attempt to resolve the dispute. If after following this process, either party is unable to resolve its dispute within 60 days of notifying the other party, either party may take the dispute to small claims court, if appropriate under applicable state or local rules or laws. Alternatively, either party may pursue the dispute only as set forth below.

**11.2 MANDATORY ARBITRATION OF DISPUTES.** INSTEAD OF SUING IN COURT, YOU AND EMBARQ AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER. THIS INCLUDES BUT IS NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AS WELL AS CLAIMS ARISING OUT OF OR RELATING TO EMBARQ'S SERVICES, BILLING OR ADVERTISING, OR ARISING OUT OF OR RELATING TO EQUIPMENT YOU OR EMBARQ MAY USE IN CONNECTION WITH EMBARQ'S SERVICES. THE REQUIREMENT TO ARBITRATE APPLIES EVEN IF A CLAIM ARISES AFTER YOUR SERVICES HAVE TERMINATED; APPLIES TO ALL CLAIMS YOU MAY BRING AGAINST EMBARQ'S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES; AND APPLIES TO ALL CLAIMS THAT EMBARQ MAY BRING AGAINST YOU. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, APPLIES TO THIS AGREEMENT AND ITS PROVISIONS AND, GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR EMBARQ FROM BRINGING APPROPRIATE CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION, OR BEFORE THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION.

YOU AND EMBARQ FURTHER AGREE THAT NEITHER EMBARQ NOR YOU WILL JOIN ANY CLAIM WITH A CLAIM OR CLAIMS OF ANY OTHER PERSON(S) OR ENTITY(IES), WHETHER IN A LAWSUIT, ARBITRATION, OR ANY OTHER PROCEEDING. YOU AND EMBARQ AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, THAT NO CLAIMS WILL BE RESOLVED ON

A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATOR OR ARBITRATION FORUM WILL HAVE JURISDICTION TO ACCEPT OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. THIS PARAGRAPH AND EACH OF ITS PROVISIONS ARE INTEGRAL TO, AND NOT SEVERABLE FROM, THIS SECTION ON MANDATORY ARBITRATION OF DISPUTES.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of either JAMS or the National Arbitration Forum ("NAF"), or, alternatively, as we may mutually agree. We agree to act in good faith in selecting an arbitrator. Except as expressly provided in the preceding paragraph, the arbitration will be conducted by and under the then-applicable rules of JAMS or NAF, wherever the arbitration is filed or, if the arbitrator is chosen by mutual agreement of the parties, the then-applicable rules of JAMS will apply unless the parties agree otherwise. All expedited procedures prescribed by the applicable rules will apply. We agree to pay our respective arbitration costs, except as otherwise required by rules of JAMS or NAF, as applicable, but the arbitrator can apportion these costs as appropriate. The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction.

IF FOR ANY REASON, THE ABOVE PROVISIONS ON ARBITRATION ARE HELD UNENFORCEABLE OR ARE FOUND NOT TO APPLY TO A CLAIM, YOU AND EMBARQ AGREE TO WAIVE TRIAL BY JURY. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

**Except as expressly provided above, if any portion of this Mandatory Arbitration of Disputes section is determined to be invalid or unenforceable, the remainder of the section remains in full force and effect.**

## 12. Miscellaneous.

- 12.1 **No Third Party Beneficiaries.** The benefits in this Agreement do not extend to any third party.
- 12.2 **Governing Law.** These terms and conditions will be governed by applicable federal laws and regulations and the law of the State of Kansas, without regard to its choice of law principles except for the provisions in the dispute resolution section of this Agreement, which are governed by the laws described in that section.
- 12.3 **Notices.** As required under this Agreement, you must provide notice to EMBARQ as described in the applicable sections of this Agreement. When we receive notice from you via telephone, such notice will be effective on the date we received your call, as shown by our records. EMBARQ may provide you notice as required under this Agreement in at least one of the following ways, postcard or letter mailed to the most recent address on your account, bill messages, bill inserts, email notification to an address provided by you, recorded announcement, posting on the Website, call to your billed telephone number and speaking to you or leaving a message, or any other reasonable method of notice.
- 12.4 **Installation.** If required, you will provide reasonable cooperation to enable EMBARQ or its agents to install or repair the Services. Customer is responsible for damage to EMBARQ-owned equipment and Services located on Customer premises, excluding reasonable wear and tear or damage caused by EMBARQ.
- 12.5 **No Waiver of Rights.** If either you or EMBARQ fails to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future.
- 12.6 **Assignment.** You may not assign this Agreement to any other person or entity without EMBARQ's prior written approval, but nothing restricts EMBARQ's ability to assign this Agreement.
- 12.7 **Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 12.8 **Survivability.** The terms and conditions of this Agreement that by their sense and context are intended to survive the expiration of this Agreement will survive.

**12.9 Conflicts.** If a conflict exists between or among provisions within this Agreement, specific terms will control over general provisions

**12.10 Software License Agreements.**

- (a) To utilize any licensed software associated with the Services, you must agree to applicable software license agreements governing such software from Embarq's software vendors. If you decline, you will not be able to use the Services. All software license agreements are between you and Embarq's software vendors. Embarq has no obligations or responsibility for such software. Your sole rights and obligations related to such software, in any way, are governed by your software license agreements with Embarq's vendors.
- (b) You are responsible for any software not provided by Embarq's software vendors, including installation, operation, and maintenance. If any of your software impairs the Services or any Embarq product or service, Embarq may suspend or disconnect the Services in its sole discretion, and you will immediately cure the problem upon notice from Embarq. You also will continue to pay Embarq for Services during any such impairment or Service suspension. Embarq and Embarq's software vendors have no liability if changes in Services causes any of equipment or software you have provided to become obsolete, require alteration, or perform at lower levels.

**12.11 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. No written or oral statement, advertisement, or Service description not expressly contained or referenced and incorporated into this Agreement will be allowed to contradict, vary, explain, or supplement this Agreement.