

EMBARQ® RESCUEITSM SERVICES FOR BUSINESS ANNEX

The following terms and conditions, together with the Embarq Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) and the applicable Embarq cover agreement, (collectively, the “Agreement”) will govern Customer’s use, EMBARQ® RescueITSM Services for Business (“Services”) and provision of the Services by the applicable Embarq local operating company in its local service territories. Embarq local operating companies and their respective operating territories are listed at www.embarq.com/ratesandconditions. Embarq local operating companies are collectively referred to here as “Embarq.”

1. Description of Services. The Services are available only to business customers with a current subscription to EMBARQ® Business-Class High-Speed Internet. The Services are not available to Embarq residential customers or businesses or consumers with high speed internet provided by another vendor or internet service provider. You agree to use the Services in the manner described and provided by Embarq in the Agreement. The Services may be provided in one of three options as described below: Protection Plan, One-Time Phone Support, and On-site Business Computer Support.

1.1 Protection Plan. This Service is available for a monthly service fee with the term commitment and early termination fee described below. This Service requires Customer to call a designated Embarq service center during designated service hours. Outside of the designated customer service center hours of operation, Embarq will make reasonable efforts, in our sole discretion, to provide Customer with the opportunity to speak with a qualified technician, but make no guarantees of availability. We provide no software or other materials for Customer’s computer or network. 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 the 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) 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.

1.2 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 Customer’s invoice.

1.3 On-Site Business Computer Support. This Service is available for an hourly fee. Any add-on service performed during the on-site service call for any additional onsite computer service will result in an additional hourly fee(s). This Service requires Customer to call a designated EMBARQ® customer service center during designated service hours. Following an initial diagnosis of Customer’s needs by Embarq’s service center, a technician will be dispatched to Customer’s premises for a certain, defined one-time Service. Outside of the designated customer service center hours of operation, Embarq will make reasonable efforts, in its sole discretion, to provide Customer with the opportunity to speak with a qualified technician but make no guarantees of availability. Embarq reserves the right to alter appointment times or cancel appointments, but will make reasonable efforts to accommodate Customer’s preferred date and time for Service

during our standard Service hours. Customer agrees to provide at least 24-hours notice if Customer cancels the scheduled appointment. Customer agrees to pay for any scheduled appointment that Customer cancels for any or no reason with less than 24 hours notice to Embarq. Embarq provides no software or other materials for Customer's computer or network. Embarq provides no software or other materials for Customer's computer or network and may change levels of support on operating systems at any time.

- (a) **Customer Requirements.** To use this Service, Customer must: (1) have a designated, authorized representative be present while our technician is on-site, (2) have compatible hardware meeting Microsoft Windows® 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 the Agreement in writing before service provided. 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. Microsoft Windows® 2000 or above is required as the operating system on Customer's computer.
- (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 the 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 Customer's computer's performance (PC Tune Up), troubleshoot and repair a computer, or install or troubleshoot a business network

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

- 2.1** The Protection Plan requires a 6 or 12-month term commitment. An early termination fee equal to the monthly payments remaining in Customer's commitment at the time of termination will apply.
- 2.2** One-Time Phone Support has no term commitment and is provided on a single-call basis.
- 2.3** On-site Business Computer Support has no term commitment and is provided on an as requested basis.
- 2.4** 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, as defined in the Agreement.
- 2.5** It may take up to 30 days to disconnect Customer's Services. Regardless of the reason for disconnection, Customer must pay all charges incurred until disconnection by Embarq of Customer's Services. Customer will be charged the full monthly recurring charge for Customer's Services for the month in which Customer's Services terminate. Promotional credits or discounts may not be provided on Customer's final invoice. If you reinstate Services following cancellation or termination, Embarq may require you to pay a deposit or an activation fee.

3. Restrictions and Excluded Services.

- 3.1** In its sole discretion, Embarq may accept or reject Customer's order for Services for any reason. Before activation of Services, Embarq may check Customer's credit, verify Customer's identity, charge a deposit, prepayment or other fee to establish or maintain Services, or require that Customer execute any authorizations and verifications it deems necessary. Customer 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 Customer's premises, at additional costs, to resolve any issue.

- 3.2** For one-time Services, Embarq will provide additional Services at no additional charge for 30 days following the date that the Services were provided or performed if the identical problem(s) (and not a new or additional problem) for which Embarq 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.
- 3.3** 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 the sole discretion of Embarq
 - (c) Training associated with any software
- 4. Customer Acknowledgement; Abuse and Fraud.**
- 4.1** Customer authorizes Embarq and its authorized contractors and vendors to install any software, wiring, modems, and equipment (collectively, the "Equipment") at Customer's Service location necessary to provide the Services. Customer grants to Embarq, and its contractors and vendors an irrevocable license to enter Customer's location during normal business hours, as determined by Embarq, to perform installation, repair or maintenance services in support of the Services. As needed, Customer 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.
- 4.2** Customer understands and agrees that prior to contacting or allowing Embarq to advise on computer related issues or perform repair on Customer's personal computer, it is Customer's responsibility to back-up files, including but not limited, data, software, or other information stored on Customer's computer disks and/or drives. Customer acknowledges and agrees 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 Customer's computer related problems. In some cases, however, problem diagnosis and support may not be completed because of a problem with Customer's computer or its configuration that is beyond the control of Embarq. Customer will not use the Services for fraudulent, unlawful, or destructive purposes, or behave an abusive manner toward Embarq, in the sole discretion of Embarq, including multiple contacts with Embarq during a short period of time. If Customer uses the Services or acts 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 Embarq's sole discretion and without liability to Customer, Embarq may place restrictions on use of Customer's Services, and immediately disrupt, suspend, or terminate Customer's Services without notice for violations, suspected violations, or to prevent violations of these terms.**

5. Software License Agreements.

5.1 To utilize any licensed software associated with the Services, Customer must agree to applicable software license agreements governing such software from software vendors used by Embarq. If Customer declines, it will not be able to use the Services. All software license agreements are between Customer and the software vendors used by Embarq. Embarq has no obligations or responsibility for such software. Customer sole rights and obligations related to such software, in any way, are governed by Customer's software license agreements with Embarq vendors.

5.2 Customer is responsible for any software not provided by Embarq software vendors, including installation, operation, and maintenance. If any of Customer's 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. Customer also will continue to pay Embarq for Services during any such impairment or Service suspension. Embarq and its 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.