

HIGH-SPEED INTERNET OVER FIBER SERVICES ANNEX

The following Service-specific terms and conditions, together with the Standard Terms and Conditions for Communications Services and the applicable cover agreement or order form (collectively, the "Agreement"), will govern Company's provision and Customer's use of the Services (as defined below) specified in the Agreement.

1. Definitions.

- 1.1. "Broadband Services" means Company's DSL-based Internet access services.
- 1.2. "Company" refers to CenturyTel Broadband Services, LLC and/or any operating affiliate(s) of CenturyTel Broadband Services, LLC that provides the Service(s) described in the Agreement.
- 1.3. "Content" means content provided by Company or its third party licensors or suppliers and accessible on the Services, including without limitation images, photographs, animations, video, audio, music, and text in any format.
- 1.4. "Equipment" means the modem, router and/or other equipment provided by Company for use with the Service. Unless Customer and Company specifically agree otherwise, Company owns the Equipment.
- 1.5. "Pure Broadband Services" means Broadband Services without an accompanying residential telephone access line having the ability to make outbound calls (other than 911 and 711 calls).
- 1.6. "Services" means all Broadband Services, Pure Broadband Services, Company portal websites, and related websites and functionality provided through or in connection with those websites, and any personal webpages created through myembarq.com, centurytel.net, centurylink.net, related websites, or other Company-provided services for residential customers, Software, Equipment, Content, technical support, Usenet and newsgroup services, email, domain name server (DNS) and related services, and other products and services provided by Company under the plan applicable to Customer's Service. The Services do not include voice telephony services. Regarding DNS, we reroute DNS error searches to other websites, including non-Company websites.

2. Term; Early Termination

- 2.1. **Order Term.** The Order Term for the Services will be stated in the Agreement and will begin when Services are installed and available to Customer. If Customer changes Service plans, its Order Term and monthly rate may change (depending on the plan selected), but all other provisions of the Agreement will remain in effect unless otherwise noted.
- 2.2. **Early Termination.** Company will charge Customer the early termination charges if Customer terminates Services before the end of the Order Term. Company may, without liability, terminate the Services (and Customer will not be responsible for early termination liabilities) if:
 - A. Services are not available in Customer's geographic location;
 - B. Customer equipment is incompatible;
 - C. Company encounters difficulties installing Equipment;
 - D. During or after the installation of the Services at Customer's premises, Company determines that the Services will not perform according to the Order. "Customer Premise(s)" will include any location, whether residential or commercial, where Company is required to install Services for Customer; or
 - E. Company discontinues the Services, in which case Company will provide Customer with at least 30 days' written notice.
- 2.3. **Early Termination Liability Charges.** Except as described below, the early termination charges described in the Standard Terms and Conditions will apply when a service or rate element is

disconnected before expiration of the applicable Order Term. Customer's termination will be effective upon its notice to Embarq. Activation or set-up fees paid at the initiation of Services, if any, are not refundable.

2.4. Service Termination Timeline and Effects

- A. **Timeline.** It may take up to 30 days to disconnect Services. Regardless of the reason for disconnection, Customer must pay all charges incurred until disconnection of Services. Customer will be charged the full monthly recurring charges for Services and all other charges for the month in which Services terminate. Promotional credits or discounts may not be provided on Customer's final invoice. If Customer reinstates Services following cancellation or termination, Customer may be required to pay a deposit, an activation fee, or a reconnection fee.
- B. **Deletion of Data upon Termination.** Customer agrees that Company has the right to immediately delete all data, files, and other information (including emails, address books, web storage content, etc.) without notice to Customer after Services have been terminated for any reason.
- C. **Return of Equipment upon Termination.** If Services are terminated for any reason and Customer did not purchase the Equipment from Company, Customer must return the Equipment to Company or Customer will be charged for the Equipment.

- 3. **Revision to these Service-specific Terms and Conditions.** From time to time, Company will make revisions to these Service-specific terms and conditions. Company will provide notice of such revisions by posting revisions to www.embarq.com, www.centurytel.com, or www.centurylink.com (collectively, the "Company Website"), or sending an email to Customer's primary embarqmail.com, centurytel.net, or centurylink.com email address. Customer will visit the Company Website periodically to review any such revisions. Material changes and increases to the monthly price of the Services shall be effective thirty (30) days after we provide notice to Customer via any of the following methods: bill messages, bill inserts, separate mailings, email notification, recorded announcement, posting to the Company Website, or any other reasonable method of notice at our sole discretion; revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email Company sends. By continuing to use the Services after revisions are effective, Customer accepts and agrees to abide by the terms and conditions set forth in such revisions. Company will not provide notice of changes to promotional prices, offers, and applicable taxes, fees, or surcharges (unless required by law or regulation).

4. Responsibilities; Email Storage and Web Space Limitations.

- 4.1. **Customer Responsibilities.** Customer is responsible for all use of Services and its account, whether by Customer or someone using its account with or without its permission, including all secondary or sub-accounts associated with its primary account, and to pay for all activity associated with its account. **Customer agrees that it, in our sole discretion, may place restrictions on use of Services, and immediately disrupt, suspend, or terminate Services without notice for violations, suspected violations, or to prevent violations of the Agreement.**
- 4.2. **Restrictions on Use.** Services are a retail service. Customer will not resell the Services, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial) unless expressly permitted by the Company under the Agreement. For Broadband Services, Customer may connect multiple computers/devices within a single office to its modem and/or router to access the Services. Customer will not exceed any bandwidth usage limitations that Company may establish from time to time for the Services. Servers may be connected to the Services, but only to the extent they do not interfere with the Company's provision of the Service, impair other's use of the Service, or otherwise violate Company's Acceptable Use Policy. Violation of this section may result in bandwidth restrictions on the Services or suspension or termination of the Services.

4.3. Storage Availability. Certain Services have limited storage capacities and/or capabilities. Company reserves the right to delete, without prior notice, files from any directory or mailbox if the associated storage limitations are exceeded. Customer should contact a Company customer service representative to determine whether additional storage space can be obtained for a particular Service. The current storage limitations for Broadband Service and Pure Broadband Service are as follows:

- A. Free personal Web space (not for commercial use): 20MB of personal Web space is included with the Services.
- B. Other Web space: 5MB per Web site unless purchased separately or supplied with Customer's applicable Service plan.
- C. Email: Unlimited storage of read email per mailbox. Unread messages may be removed from Customer's inbox 90 days after delivery. All email may be removed from Customer's Trash or SPAM folders after 2 days. Read email in Customer's inbox and all personal folders, except Trash and SPAM folders, will be retained indefinitely. Furthermore, Company reserves the right to deactivate embarqemail.com, centurytel.net, and centurylink.net email accounts that have not been accessed for a period of 120 consecutive days.

5. Company Installation. For Company-provided installation of Services, the following applies:

5.1. Company Responsibilities. Company will perform the following installation services:

- A. Provide a list of requirements and a Customer pre-installation checklist that must be confirmed by Customer at each Customer premise(s) before installation; and
- B. Install the equipment and software necessary to initiate the Services. Company reserves the right to employ third parties for the actual on-site installation.

5.2. Customer Responsibilities. Customer will:

- A. Meet each of the requirements set forth in the Services welcome packet. If these requirements are not met before a Company-provided installation date and cause the installation to be delayed, Company may charge Customer a fee for each additional installation attempt.
- B. Warrant and represent that it owns the Customer premises or Customer has received permission from the owner of the Customer premises to allow Company to make any changes to the Customer Premises needed to install the Equipment and provide the Services to Customer and that the use of the equipment space and associated facilities, conduits and rights-of-way comply with all applicable laws, rules and regulations, as well as any existing leases or other contractual agreements or rights of others.
- C. Grant to Company or its subcontractors the right to enter the Customer premises during normal business hours Monday through Friday to perform installation, repair or maintenance services in support of the Services.
- D. Configure its Local Area Network, if applicable, so that Services are available to Customer at Customer premises. Customer will configure its equipment to interface with the Services, including PCs, printers, other routers, switches, servers and hubs. Customer will configure its routers that are different from the Company standard installation

configuration. Company will not be responsible for interference with the performance of Services caused by Customer's configuration of its router.

5.3. Completion of Installation.

- A.** Company will use commercially reasonable efforts to complete installation of Services at each Customer premise within any agreed-upon timeframes.
- B.** Installation will be complete if the post-installation performance check that Company conducts confirms that an end-user at Customer's premises may properly access the Company network via the Services. If Company determines that the test is successful, Company will consider the Customer as "In Service" and Company will begin billing the Customer as of the In Service date.

6. Self Installation. "Self Installation" means the Services are installed by Customer. If Self-Installation is made available by the Company in its sole discretion, Company will ship the Equipment and instructions necessary for Customer to initiate Services. Customer will install Equipment according to Company-provided instructions. Company will provide customer service representatives to assist Customer with installation via a local or toll-free number. If Customer requires that Company install the necessary equipment and software for Services at a particular Customer Premise, Customer will be billed separately for installation services.

7. Availability of and Changes to Services.

7.1. Service and Bandwidth Availability and Speed. Services may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that Customer's line was qualified. Company will provision qualified Service lines at the maximum line rate available to Customer locations based on standard line qualification procedures, unless Customer has selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Services and the type of use (e.g., streaming media), among other factors. The speed of the Services will vary based on network or Internet congestion, computer configuration, the condition of Customer telephone lines and wiring, among other factors. Company makes no guarantees or representations related to download or upload speeds. Company reserves the right, at any time, with or without prior notice, to restrict or suspend Services to perform maintenance activities and to maintain session control. Company assumes no responsibility or liability for interruption of the Services or Service performance differences.

7.2. Changes to Customer's local voice telephony service. Changes to Customer's local telephone company or discontinuing local telephone service may cause Company to terminate Services or continue to provide Broadband Service without Company's local voice service at the then-current rates, terms and conditions applicable to the new Service plan. Customer agrees to pay any new or higher monthly fee that may apply to the new Service plan. If Company terminates Services under this section, then we reserve the right to charge any early termination fees and Equipment-related fees.

7.3. Changes to Service or Features. Company reserves the right to change any of the features, Content or applications of the Service at any time with or without notice. This includes the portal services Customer may make available as part of the Service or for an additional charge.

7.4. Protection of Services. Company may take any action we deem appropriate without notice to protect the Services and its facilities for provision of the Services. If Company denies Customer access to the Services pursuant to this section, Customer will have no right or ability to access any materials stored on or available through the Internet through Company, and Company has no

responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for consequences resulting from the lack of notification. Customer will protect Company's network by either disabling or password-protecting files on computers or have a firewall solution that prohibits unauthorized access to computers.

8. Software Licenses and Third-party Services.

- 8.1.** Company may provide, for a fee or at no charge, software for use in connection with the Service which is owned by Company or its third party licensors, providers and suppliers ("Software"). Company reserves the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on computers or Equipment, and Customer will permit such changes and access to its computers and Equipment. Customer may use the Software only in connection with the Services and for no other purpose.
- 8.2.** Certain Software may be accompanied by an end user license agreement ("EULA") from Company or a third party. Customer's use of the Software is governed by the terms of that EULA and by the Agreement, where applicable. Customer will not install or use any Software that is accompanied by or includes a EULA unless it first agrees to the terms of the EULA.
- 8.3.** For Software not accompanied by a EULA, Customer is granted a revocable, non-exclusive, non-transferable license by Company or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). Customer may not make any copies of the Software. Customer agrees that the Software is confidential information of Company or its third party licensors and that it will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Company or its third party licensors. Customer may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. Customer will not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of intellectual property and that Company or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- 8.4.** Customer's license to use the Software or any additional Services will remain in effect until terminated by Company or its third party licensors, or until Services are terminated. Upon termination of Services, Customer will cease all use of and immediately delete the Software from its computers.
- 8.5.** If Customer subscribes to or otherwise use any third party services offered by Company, its use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of Services.

9. Management of Customer Data and Computers.

- 9.1. Customer Responsibilities Regarding Management of Customer's Computer and Data.** Customer is solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Services, and for management of its information, including but not limited to back-up and restoration of its data. CUSTOMER AGREES THAT COMPANY IS NOT RESPONSIBLE FOR THE LOSS OF DATA OR FOR THE BACK-UP OR RESTORATION OF DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON COMPANY SERVERS OR CUSTOMER DEVICES. CUSTOMER SHOULD ALWAYS BACK-UP ANY

IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON COMPANY'S OR ANY THIRD PARTY'S SERVERS.

- 9.2. Content and Data Management by Company.** Company reserves the right to: (A) use, copy, display, store, transmit and reformat data transmitted over its network and to distribute such content to multiple Company servers for back-up and maintenance purposes; and (B) block or remove any unlawful content Customer stores on or transmit to or from any Company server. Company does not guarantee the protection of Customer content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
- 9.3. Responsibilities Regarding Security.** Customer agrees that it is solely responsible for maintaining the security of its computer(s) and data, including without limitation, encryption of data and protection of its User ID, password and personal and other data. Company recommends the use and updating of commercial anti-virus, anti-spyware, and firewall software. Customer understands that it may be possible for unauthorized third parties to monitor data traffic. If Customer wishes to secure its usage in connection with the Services, it has the obligation to obtain, at its own cost, encryption software or other transmission security protections. Customer assumes full responsibility for the establishment of appropriate security measures to control or limit access to its information.
- 9.4. Monitoring of Network Performance by Company.** Company automatically measures and monitors network performance and the performance of the Internet connection and the network. Company also will access and record information about Customer computers and Equipment's profile and settings and the installation of Company-provided software. Customer permits Company to access its computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Services. Customer consents to Company's monitoring of its Internet connection and network performance, and to our accessing and adjusting its computer settings, as they relate to the Services, Software, or other services, which Company may offer from time to time. Company does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Company or its authorized vendors, contractors and agents.
- 9.5. Internet Usage.** Company gathers information about Customer's Internet usage such as the sites visited, session lengths, bit rates, and number of messages and bytes passed. Company uses this information in the aggregate and may share this aggregated information with other parties from time to time. Company also collects and uses personally identifiable information obtained from Customer and from other sources for billing purposes, to provide and change service, to anticipate and resolve problems with Services, or to identify, create and inform customers about products and services that better meet needs or might be of interest. Except as otherwise provided, Company will not use or disclose any of personally identifiable information unless compelled by a court order or subpoena, Customer's consent to the use or disclosure, or to protect its broadband services and facilities. When Company uses agents, contractors or other companies to perform services on its behalf, Company will require that they protect Customer's personally identifiable information consistent with the Agreement.
- 10. Limitations on Use of Services.** At Company's sole discretion, failure to comply with the following subsections may result in immediate suspension or termination of Services.
- 10.1.** Customer acknowledges and agrees that Company: (1) is not responsible for invalid destinations, transmission errors, or the corruption of data; and (2) does not guarantee Customer's ability to access all websites, servers or other facilities or that the Service is secure or will meet all needs.
- 10.2.** Customer will not restrict, inhibit, or engage in any conduct that prevents others from using the Internet or interferes with Company's ability to provide the Services including, but not limited to hacking, circumvention of user authentication or security of any host network, or account, use of

any Company products and services, or any "denial of service" attacks (port scans, deliberate overload attempts, etc.).

- 10.3.** Customer acknowledges that the Services will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. Customer agrees that the supervision of use of the Service by children is its responsibility and that Company is not responsible for access by Customer or any other users to objectionable or offensive content. **COMPANY STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.** Customer will not post or transmit any unlawful, threatening, abusive, libelous, defamatory, vulgar, obscene, indecent, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting or encouraging, conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation U.S. export control laws and regulations. Customer will not post or transmit any information or software that contains a virus, trojan horse, worm or other harmful component.
- 10.4.** Customer is not authorized to use any Company name or mark as a hypertext link to any Company Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Company.
- 10.5.** Customer agrees that Company assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that Company does not endorse any advice or opinion contained therein, whether or not Company provides such service(s). Company does not monitor or control such services, although its reserves the right to do so.
- 10.6.** Customer will not transmit, upload, post, submit, transmit, publish, reproduce, distribute, or in any way exploit any content, images or data obtained using the Service for commercial purposes, engage in any commercial or business activities using the Service, or use such data or content in a manner that violates copyright or trademark laws or any other third party's rights.
- 10.7.** Customer will not send unsolicited e-mail causing complaints from the recipients of the unsolicited e-mail, send large quantities of unsolicited e-mail to individual e-mail accounts (a/k/a, spamming or mailbombing), make any unauthorized attempt to gain access to any account or computer resource not belonging to that user, or attempt to send e-mail or newsgroup articles or postings using a name or address of someone other than Customer, attempting to impersonate any person or using forged headers or other identifying information.
- 10.8.** Customer will not run programs or servers that interfere with the Company's provision of the Services, impair other's use of the Services, or otherwise violate the Company's Acceptable Use Policy. Violation of this section may result in bandwidth restrictions on the Services or suspension or termination of the Services.
- 10.9.** Websites linked to or from the Service are not reviewed, controlled, or examined by Company and Customer acknowledges and agrees that Company is not responsible for any losses Customer incurs or claims to have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Company.