

# NORTEL NETWORKS SITE ADMINISTRATION TOOL FOR ISM TRANSFERS

## SERVICES ANNEX

This Nortel Networks Site Administration Tool for ISM Transfers Services Annex together with the applicable cover agreement and Embarq Standard Terms and Conditions for Communications Services (collectively, the “Agreement”), will govern Embarq’s provision and Customer’s use of Embarq labor or materials in connection with the Nortel Networks Site Administration Tool for ISM transfers that occur between systems when two or more Nortel Partner’s are involved.

**1. DESCRIPTION OF TOOL.** The Nortel Networks Site Administration Tool for ISM transfers via the Keycode Retrieval System (“KRS”). The KRS website delivers a self-service based tool for Embarq to manage both same system and between system ISM transfers for its customers.

**2. RESPONSIBILITIES OF THE PARTIES.**

### 2.1 Customer Responsibilities.

- A. Customer will complete and sign the ISM Transfer Site Administration Form (the “Form”).
- B. Customer agrees to abide by the ISM Transfer process and policies as described in Nortel Product Bulletin for ISM Transfers, P-2005-0296-Americas-Rev1, available at [www.embarq.com/ratesandconditions](http://www.embarq.com/ratesandconditions), as amended or revised.
- C. **Return of LD 22 SLT.** Customer must provide to Embarq a print-out of LD 22 from the donor system within 60 days from the date of the ISM transfer. If Customer fails to return a LD 22 SLT from a downgraded (donor) system within 60 days, Embarq will charge Customer for the value of the ISMs transfer to the target system, and Customer will be denied approval for all future ISM transfer registration requests and all existing network pools will be deactivated.

### 2.2 Embarq Responsibilities.

- A. Embarq will register the Form with Nortel and have sole management responsibility of the network pool of all current and future ISMs that are transferred between systems.
- B. Embarq will maintain management responsibility of the network pool and will become the Nortel Channel of Record for all ISM transfer keycodes for all systems registered to the pool until Customer requests in writing to dissolve the ISM pool.

**3. PRICE.**

**3.1 Labor.** Embarq will invoice Customer at its current Time & Materials rates. The following rate elements may apply to Time & Material Rates:

- A. **Labor Rates.** Time will be billed at Embarq’s then-current labor rates;
- B. **Overtime Rate.** Calls performed outside of business hours will be billed at Embarq’s then-current overtime labor rates;

- C. **Service Charge.** A service charge to cover Embarq's travel time will be applied to each service call. The charge will be at Embarq's then-current service charge rates;
- D. **Expedite Fees.** An expedite fee will be applied whenever Customer requests that Embarq expedite services. The charge will be at the then-current Expedite Fee Rates;
- E. **Minimum Billing.** Services are billed in 15 minute increments, with a minimum of one hour billed for work performed during Business Hours. Work performed outside of Business Hours is billed at overtime rates with a minimum of two hours.
- F. **Registration Fees.** Any applicable registration fees will be billed to Customer.

3.2 **Materials.** Embarq will invoice Customer for all materials used to resolve Customer's issues.

4. **LIMITED WARRANTY.** Unless otherwise noted in writing and explicitly accepted by Embarq for a particular Customer Purchase Order, all labor by Embarq under this Annex is warranted against defects in design, material and workmanship under normal and proper use for a period of 90 days from the Acceptance Date. The warranty for all materials is limited to the manufacturer's warranty, if any. If Embarq breaches this warranty and Customer notifies Embarq in writing of the breach, Embarq's sole obligation and Customer's exclusive remedy will be for Embarq to correct the portion of the work that does not conform to the warranty. If Embarq is unable to correct the Services, Embarq will refund the compensation received by Embarq for the non-conforming Services. Warranty service excludes replacement of lost or stolen parts, damage due to negligence, parts or items consumed under normal use, acts of God, or causes other than normal use, including modifications by Customer or maintenance performed by anyone not pre-approved in writing by Embarq.

5. **EQUIPMENT INSTALLATION.** The following terms and conditions apply to any Equipment provided by Embarq to Customer while providing Services related to the Nortel Tool:

5.1 **Preparation of Site.** At its own expense, Customer will prepare its site(s) to comply with the Equipment manufacturer's or Embarq's installation specifications. Customer warrants that its sites are free of asbestos (whether encapsulated or exposed) and other hazardous materials as defined by federal or state law. If this warranty cannot be made prior to Customer's final, Embarq-approved purchase order, 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.

5.2 **Permits.** Customer will obtain necessary consents, approvals, licenses, and permits for installation of the Equipment on the Customer's premises. Customer will provide access to Embarq during all hours consistent with the requirements of installation.

5.3 **Electrical Wiring.** Customer acknowledges that foreign voltages and lightning effects on equipment can be significant during electrical storms. Accordingly, Customer is responsible, at its expense, for all ground wire connections to Customer's premises. Customer will also ensure availability of a separate electric source, circuits and power with suitable outlets. Customer is responsible for ensuring Embarq's access to concealed wiring

and for the availability of proximately located AC power. Unless otherwise stated in the order, Customer will pay the cost of electricians or conduit if required.

- 5.4 Physical Access to Facilities.** Customer will provide reasonable cooperation to enable Embarq or its agents to install Embarq-installed Equipment. Customer is responsible for damage to Embarq-owned Equipment located on Customer's premise during Embarq's installation of Equipment, excluding damage caused by Embarq. During the period of installation and throughout the warranty period, Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of the openings and ducts. The floor plan and/or prints will also show the locations and types of Equipment to be installed.