

EMBARQ® SMART IPSM HOSTED VOICE AND DATA SERVICES ANNEX

The following terms and conditions, together with the applicable Embarq cover agreement, (collectively, the “Agreement”) will govern Customer’s use of EMBARQ® Smart IPSM Hosted Voice and Data Services (“Services”) and provision of the Services and required customer premise equipment by the applicable Embarq local operating company in its local service territories and, as applicable, by Embarq Communications, Inc. for long distance services and portions of the Services (as noted in this annex) at Customer locations outside Embarq local service territories. Embarq local operating companies and their respective operating territories are listed at www.embarq.com/ratesandconditions. The applicable Embarq local operating companies and Embarq Communications, Inc. are collectively referred to here as “Embarq.”

1. **Services Description.** The Services include products and services that may include, based on Customer’s selection, the following: voice channels, custom calling services, a router package, telephone handsets, Dedicated Internet Access and long distance business voice services.
2. **Voice Channels.**
 - 2.1 **Service Description.** Voice channels are the individual channels available for voice service capability as provisioned from Customer’s Frame Relay services.
 - 2.2 **Provision of Voice Channels.** The applicable Embarq local operating company provides the voice channels in its local service territory pursuant to Embarq Tariffs, posted to www.embarq.com/ratesandconditions and incorporated into this Annex, except in Indiana, Nevada, and Ohio where United Telephone Company of Indiana, Inc. (Indiana), Central Telephone Company – Nevada Division (Nevada), and United Telephone Company of Ohio (Ohio), respectively, provide voice channels under the applicable Local Terms of Service for each state, posted to www.embarq.com/ratesandconditions and incorporated into this Annex.
3. **Custom Calling Features and Licenses for Metaswitch Equipment.**
 - 3.1 **Description and Licenses.** Custom calling features are the unique calling features available to Customer in addition to local calling services. Embarq Communications, Inc. provides the custom calling features pursuant to the Embarq Standard Terms and Conditions for Communications Services, posted to www.embarq.com/ratesandconditions. Customer must also execute a separate End User License Agreement providing Customer with specific license(s) to use the software associated with the custom calling features. The number of licenses available to Customer is specified in the Agreement.
 - 3.2 **End User License Agreement.** Customer must also execute a separate Subscriber License Agreement providing Customer with specific license(s) to use the software associated with the custom calling features. The number of licenses available to Customer is specified in the Agreement. To utilize any licensed software associated with the custom calling features, Customer must agree to applicable software license agreements governing such software from Embarq’s software vendors. If Customer declines, it will not be able to use the custom calling features. All software license agreements are between Customer and Embarq’s software vendors. Embarq has no obligations or responsibility for such software. Customer’s sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with Embarq’s vendors.
 - 3.3 **Software Not Provided by or through Embarq.** Customer is responsible for any software not provided by Embarq’s software vendors, including installation, operation, and maintenance. If any of Customer’s software impairs the custom calling features, Services, customer premise equipment, or any Embarq product or service, Embarq may suspend or disconnect the custom calling features or the Services in its sole discretion, and Customer will immediately cure the problem upon notice from Embarq. Customer also will continue to pay Embarq for all of the 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 Customer has provided to become obsolete, require alteration, or perform at lower levels.
 - 3.4 **Description of Custom Calling Features for Metaswitch Equipment**

- A.** Broadcast (MADN) Groups. This feature permits Customer to route incoming calls to a broadcast group at the same time, causing all appearance to ring simultaneously. Phones stop ringing once the call is answered by any member of the group.
- B.** Call Logs. This feature permits Customer to access up-to-date call logs through the administrator and end user portals.
- C.** Call Group Login/Logout. This feature permits Customer to log in and log out of a call group. All numbers in a call group ring simultaneously.
- D.** Call Groups. This feature is a grouping of number extensions that require a common functionality. All numbers in a call group ring simultaneously.
- E.** Call Park/Retrieve. This feature permits Customer to place a call on hold and retrieve it at a different location.
- F.** Call Permissions. This feature permits Customer to restrict calls through the use of call permissions such as restricting users from making long distance and pay-per-call service calls. Restrictions can be programmed on a time-of-day basis.
- G.** Callers List. This feature permits Customer to scroll through a list of its most recently received calls and return the call by pressing one key.
- H.** Extension Dialing. This feature permits Customer to add an abbreviated dialing code mapped to a single number.
- I.** Company Speed Dials. This feature permits Customer to devise a list of commonly-dialed numbers defined by Customer.
- J.** Direct Inward/Outward Dialing. This feature permits Customer to receive and make calls from and to the public switched telephone number via specific, direct-dial numbers provided by Embarq.
- K.** Hunt Groups (circular). This feature permits Customer to route incoming calls to each group member in turn, starting with the next member in a pre-determined/pre-assigned list of individuals assigned to that group.
- L.** Hunt Groups (linear). This feature permits Customer to route incoming calls to each group member in turn, always starting with the first member listed.
- M.** Monitor Call/Busy Lamp Field. This feature permits Customer to monitor when another phone number is in use, or monitor when another phone number is ringing and intercept the call.
- N.** Multiple Line Appearances. This feature permits Customer to have additional line appearances on their telephone.
- O.** Music/Announcement on Hold. This feature permits Customer to play a recording or music to callers placed on hold.
- P.** Portal Administrator. This feature provides Customer with administrative capability to see call logs, use online directory for click to dial, manage voice mail via the premium service, reset passwords, and manage account codes and hunt groups.
- Q.** Portal – Web provisioning and SIP Phone inventory. This feature provides Customer with web-based provisioning at the administrator and end user level and permits administrator to see all SIP phones within its group.
- R.** Autoline select. This feature permits Customer to dial a call without requiring to select a line appearance key first.
- S.** Call Forward. This feature permits Customer to immediately forward calls to other extensions, external numbers, voice mail, or the auto attendant.
- T.** Programmable Keys. This feature permits Customer to program memory keys on the phone through the web portal.

- U.** Redial. This feature permits Customer to scroll through a list of their most recently dialed calls and place the call by pressing one key.
- V.** Speed Dials. This feature permits Customer to store and dial frequently used numbers using the memory keys on the phone.
- W.** Three-Way Call. This feature permits Customer to share a conversation among up to three people.
- X.** Transfer-Blind. This feature permits Customer to transfer a call to another phone without supervision.
- Y.** Transfer-Supervised. This feature permits Customer to speak to the person to whom they are transferring the call, before releasing the call.
- Z.** Account Codes. This feature permits Customer to associate a code with an incoming or outgoing call for call tracking purposes. Authorization codes can be used to restrict access to features or to track usage.
- AA.** Auto Attendant. This feature permits Customer to route calls to any extension using a pre-recorded voice message menu and a dial-by-name directory. Customer can also transfer directly to voice mail.
- BB.** Personal Greeting RNA/Extended Absence. This feature permits Customer to record personal route incoming calls to each group member in turn, starting with
- CC.** Recorded Name Announcement. This feature permits Customer users to record their own name announcement.
- DD.** Remote Access. This feature permits Customer to access voice mail from any location with an internet connection that allows access to the end user portal.
- EE.** Email Integration of Voicemail Messages. This feature permits Customer users to forward a copy of new messages as a .wav file to an email address.
- FF.** Message Retrieval. This feature permits Customer to retrieve messages from user mailboxes, including navigation within messages and between messages.
- GG.** MAPI Outlook Integration. This feature permits Customer to create a MAPI inbox in Outlook to download, play, and delete message from its voice mail account.
- HH.** Message Sending and Forwarding. This feature permits Customer users to send voice mail messages to other users or forward voice mail message to other users while accessing voice mail.
- II.** Callback from Voice mail. This feature permits Customer users to call back the phone number of the person who left a voice mail message.
- JJ.** Zero out from Voice mail. This feature permits Customer to return to a designated hosted key system destination for the mailbox owner's tenant when voice mail is reached.
- KK.** Private and Urgent Message. This feature permits Customer to mark messages as private and/or urgent.
- LL.** Message Indication. This feature indicates to Customer when a message is waiting by lighting the message waiting lamp on the phone.

3.5 Click to Dial Feature.

- A.** Description. This feature permits Customer to select a name from its company directory through the web management interface and call the desired number by clicking the computer mouse. This feature uses its normal service line to place click to dial calls, and can also use a different, remote phone line (for example, showing a call from a fixed location when traveling out of the office). The Click to Dial button appears in the applicable tool bar to show when the normal service line or remote Click to Dial feature is in use.

- B. Limitation. CUSTOMER SHOULD NOT USE THE REMOTE CLICK TO DIAL FEATURE FOR EMERGENCY OR 911 CALLS. EMERGENCY OR 911 CALLS SHOULD BE PLACED DIRECTLY FROM A PHONE NOT USING THE REMOTE CLICK TO DIAL FEATURE.** When using the remote Click to Dial feature, calls appear to the recipient as they were made from Customer's fixed location. This means the call will be directed to an emergency/911 operator who serves Customer's fixed location, not the location where the call is being made. The emergency/911 operator will be unaware that Customer is not in its fixed location and will dispatch support to that location, and not to the location from which the call is made.

4. Custom Calling Features and Licenses for Mitel Equipment.

- 4.1 Description and Licenses.** Custom calling features are the unique calling features available to Customer in addition to local calling services. Embarq Communications, Inc. provides the custom calling features pursuant to the Embarq Standard Terms and Conditions for Communications Services, posted to www.embarq.com/ratesandconditions. Customer must also execute a separate End User License Agreement providing Customer with specific license(s) to use the software associated with the custom calling features. The number of licenses available to Customer is specified in the Agreement.
- 4.2 End User License Agreement.** Customer must also execute a separate Subscriber License Agreement providing Customer with specific license(s) to use the software associated with the custom calling features. The number of licenses available to Customer is specified in the Agreement. To utilize any licensed software associated with the custom calling features, Customer must agree to applicable software license agreements governing such software from Embarq's software vendors. If Customer declines, it will not be able to use the custom calling features. All software license agreements are between Customer and Embarq's software vendors. Embarq has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with Embarq's vendors.
- 4.3 Software Not Provided by or through Embarq.** Customer is responsible for any software not provided by Embarq's software vendors, including installation, operation, and maintenance. If any of Customer's software impairs the custom calling features, Services, customer premise equipment, or any Embarq product or service, Embarq may suspend or disconnect the custom calling features or the Services in its sole discretion, and Customer will immediately cure the problem upon notice from Embarq. Customer also will continue to pay Embarq for all of the 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 Customer has provided to become obsolete, require alteration, or perform at lower levels.
- 4.4 Description of Custom Calling Features for Mitel Equipment.**
- A.** Call Group Login/Logout. This feature permits Customer to log in and log out of a call group. All numbers in a call group ring simultaneously.
 - B.** Call Groups. This feature is a grouping of number extensions that require a common functionality. All numbers in a call group ring simultaneously.
 - C.** Call Park/Retrieve. This feature permits Customer to place a call on hold and retrieve it at a different location.
 - D.** Call Permissions. This feature permits Customer to restrict calls through the use of call permissions such as restricting users from making long distance and pay-per-call service calls. Restrictions can be programmed on a time-of-day basis.
 - E.** Callers List. This feature permits Customer to scroll through a list of its most recently received calls and return the call by pressing one key.
 - F.** Click to Call. This feature permits Customer to select a name from its company directory through the web management interface and call the desired number by a simply click of the mouse.

- G.** Company Directory. This feature permits Customer to use its company directory on the web server for making calls.
- H.** Company Speed Dials. This feature permits Customer to devise a list of commonly-dialed numbers defined by Customer.
- I.** Direct Inward/Outward Dialing. This feature permits Customer to receive and make calls from and to the public switched telephone number via specific, direct-dial numbers provided by Embarq.
- J.** Flexible Calling Line ID. This feature permits Customer users to select their calling line identification when they make calls. Users can also control the name that is sent to the target phone, such as the name of the user or the company name.
- K.** Hunt Groups (circular). This feature permits Customer to route incoming calls to each group member in turn, starting with the next member in a pre-determined/pre-assigned list of individuals assigned to that group.
- L.** Hunt Groups (linear). This feature permits Customer to route incoming calls to each group member in turn, always starting with the first member listed.
- M.** Monitor Groups. This feature permits Customer to show the same line on multiple phones. Incoming calls to a monitor group's primary group member can be monitored and picked up by secondary group members if they have the appropriate memory key configuration on their phones. The memory key can be programmed to ring the phone or be silent.
- N.** Multiple Line Appearance. This feature permits Customer to have up to 24 line appearances on a single telephone line.
- O.** Music/Announcement on Hold. This feature permits Customer to play a recording or music to callers placed on hold.
- P.** Online Help. This feature provides Customer with information on system administration.
- Q.** Online Helpdesk. This feature permits Customer to ask questions directly using email through internet administration.
- R.** Online Knowledge Base. This feature permits Customer to have access to frequently asked questions through internet administration.
- S.** Phone Profiles. This feature permits Customer to create phone profiles based on the user's job function.
- T.** Rollover Groups. This feature permits Customer to present incoming calls to the first idle extension in a rollover group. Calls not answered are directed to call coverage.
- U.** Autoline select. This feature permits Customer to dial a call without requiring to select a line appearance key first.
- V.** Call Coverage. This feature permits Customer to specify where unanswered calls should be directed (voice mail, auto attendant, etc.).
- W.** Call Display. This feature permits Customer to see who is calling by looking at the phone display.
- X.** Call Forward. This feature permits Customer to immediately forward calls to other extensions, external numbers, voice mail, or the auto attendant.
- Y.** Hot Desk. This feature permits Customer to have custom phone setting applied to a phone based on user preferences.
- Z.** Intercom. This feature permits Customer to place a one-way voice path call to a target phone through a generic key or a pre-programmed key that can be configured with a user or location extension.

- AA.** Page. This feature permits Customer to send a one-way broadcast to all phones at the site that are in an idle state using a programmed memory key.
- BB.** Park/Retrieve. This feature permits Customer to park an incoming call and retrieve another call at a different phone.
- CC.** Programmable Keys. This feature permits Customer to program memory keys on the phone through the web portal.
- DD.** Redial. This feature permits Customer to scroll through a list of their most recently dialed calls and place the call by pressing one key.
- EE.** Speed Dials. This feature permits Customer to store and dial frequently used numbers using the memory keys on the phone.
- FF.** Three-Way Call. This feature permits Customer to share a conversation among up to three people.
- GG.** Transfer-Blind. This feature permits Customer to transfer a call to another phone without supervision.
- HH.** Transfer-Supervised. This feature permits Customer to speak to the person to whom they are transferring the call, before releasing the call.
- II.** Account Codes. This feature permits Customer to associate a code with an incoming or outgoing call for call tracking purposes. Authorization codes can be used to restrict access to features or to track usage.
- JJ.** Auto Attendant. This feature permits Customer to route calls to any extension using a pre-recorded voice message menu and a dial-by-name directory. Customer can also transfer directly to voice mail.
- KK.** Twinning. This feature permits Customer to have all calls to extensions ring simultaneously on an external phone, such as a cellular phone. Once the call is answered on the external phone, users have the ability to continue the call using their desktop handset without having to transfer the call to the handset.
- LL.** SMDR delivery. This feature permits Customer to email call detail records directly to a tenant at scheduled intervals. These are not service provider billing records.
- MM.** Personal Greeting RNA/Extended Absence. This feature permits Customer to record personal route incoming calls to each group member in turn, starting with
- NN.** Recorded Name Announcement. This feature permits Customer users to record their own name announcement.
- OO.** Email Integration of Voicemail Messages. This feature permits Customer users to forward a copy of new messages as a .wav file to an email address.
- PP.** Message Retrieval. This feature permits Customer to retrieve messages from user mailboxes, including navigation within messages and between messages.
- QQ.** Message Sending and Forwarding. This feature permits Customer users to send voice mail messages to other users or forward voice mail message to other users while accessing voice mail.
- RR.** Callback from Voice mail. This feature permits Customer users to call back the phone number of the person who left a voice mail message.
- SS.** Zero out from Voice mail. This feature permits Customer to return to a designated hosted key system destination for the mailbox owner's tenant when voice mail is reached.
- TT.** Call Coverage to Voice mail. This feature permits Customer to forward calls to voice mail when unable to answer phone or force all calls to voice mail when busy or away from desks.

- UU. Private and Urgent Message. This feature permits Customer to mark messages as private and/or urgent.
- VV. Message Indication. This feature indicates to Customer when a message is waiting by lighting the message waiting lamp on the phone.

5. **Customer Premise Equipment (“CPE”).** CPE is required for the Services, and Customer must purchase the CPE from Embarq.

5.1 **Router/Switch Package.** The Router/Switch Package includes either Standard or Extended Centurion Maintenance for the Agreement Term (Embarq Centurion Maintenance Service is provided subject to a separate agreement for such services and governed by the Embarq Standard Terms and Conditions for Communication Services and the Embarq Centurion Maintenance Service Annex, each posted to www.embarq.com/ratesandconditions). The Router/Switch Package is provided by the applicable Embarq local operating company in its local service territories and is subject to the Embarq Standard Terms and Conditions for Communication Services and the Embarq Equipment Sales Product Annex, each posted to www.embarq.com/ratesandconditions and incorporated into this annex.

5.2 **Telephone Handsets.** Customer must purchase specific, Service-capable handsets from Embarq. The handsets include all required and associated power adapters, wiring, and interface materials. The handsets and the associated equipment are provided by the applicable Embarq local operating company in its local service territories and are subject to the Embarq Standard Terms and Conditions for Communication Services and the Embarq Equipment Sales Product Annex, each posted to www.embarq.com/ratesandconditions.

5.3 **Billing.** Embarq will bill Customer via a separate line item on its first or second invoice for the nonrecurring charges associated with Customer’s purchase of CPE.

6. **Dedicated Internet Access.** Dedicated Internet Access is required for the Services, but Embarq may utilize Customer’s existing, Embarq-provided Dedicated Internet Access for use as a part of the Services. Dedicated Internal Access provides Customer with access to the Internet through a connection into a router. Access is provided via either frame relay or Ethernet.

6.1 **Dedicated Internet Access via Frame Relay.** Frame Relay is a fast packet network that permits the transmission of data at speeds of 56/64 Kbps up to 44.210 Mbps using Permanent Virtual Circuits (“PVCs”). Customer may allocate circuit bandwidth to applications as needed, rather than assigned, fixed channels. PVCs are end-to-end, bi-directional, and logical channels that connect ports on a frame relay switch or between frame relay switches. Separate PVCs must be established to each location to which Customer desires to transmit data. PVC channels are virtual channels that are established in software tables and do not tie up facilities when not in use. Customer must purchase Frame Relay service from the Customer’s premises directly to an Embarq regional point of presence before the Services can be installed. Customer terminal equipment is required. This equipment, described in more detail below, must be purchased separately from Frame Relay service and must conform to accepted service standards prescribed by Embarq.

6.2 **Dedicated Internet Access via Ethernet.** Ethernet service is a standards-based high-speed packet transport service using a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. Ethernet service delivers access from Customer’s LAN to the shared the Services network. Ethernet service protects data privacy by using specialized screening software, which permits subscribers to access only their data. Ethernet service is offered for local and intraLATA use where Embarq facilities exist.

6.3 **Provision of Dedicated Internet Access.** The applicable Embarq local operating company provides Dedicated Internet Access in its local service territory under the Embarq Standard Terms and Conditions for Communications Services and the Embarq Dedicated Internet Access and Embarq C.I. Dedicated Internet Access Service Annex, each posted to www.embarq.com/ratesandconditions and incorporated into this annex. Embarq Communications, Inc. provides Dedicated Internet Access outside Embarq local service territories under the Embarq Standard Terms and Conditions for Communications Services and the Embarq Dedicated Internet Access and Embarq C.I. Dedicated Internet Access Service Annex, each posted to www.embarq.com/ratesandconditions.

7. Optional Services.

7.1 Long Distance Business Voice Services.

- A. **Service Description.** Long distance business voice services are switched voice services from a certain point in the contiguous United States and another domestic location. International long distance may be added for additional monthly recurring and nonrecurring charges.
- B. **Provision of Long Distance Business Voice services.** Embarq Communications, Inc. provides long distance business voice services under the Embarq Schedules, posted to www.embarq.com/ratesandconditions.

7.2 Remote Access Feature for Metaswitch and Mitel.

- A. This feature permits Customer to access the Services from Customer-designated and Embarq-approved, remote Customer locations with a high-speed internet connection (“Remote Access Feature”).
- B. Customer must provide Embarq with all Customer-designated remote locations in writing from which Customer will use the Services (“Remote Locations”). Embarq will review the Remote Locations provided by Customer and must provide written approval of such Remote Locations to Customer prior to Embarq providing Services to the Remote Locations. The high-speed internet connection at each Remote Location must be at least 1.5 Mbps download and 384 Kbps upload, and may be provided by Embarq or any internet service provider. Customer may only use the Services at Remote Locations when it is logged into the Services at those locations through the Embarq-provided portal. The Services will be unavailable to any Remote Locations not approved in writing by Embarq or if Customer changes any Remote Locations without obtaining Embarq’s written consent to such change. At all times, Customer will maintain the Services, and high-speed internet access from Embarq for all non-Remote Locations. Embarq may, in its sole discretion, approve or reject any Remote Location. Customer is responsible for all local and long distance charges, including applicable taxes and surcharges, incurred related to providing such services to a Remote Location, either associated with the Services or separate from (or in addition to) charges related to the Services.
- C. Embarq provides no warranty or representation with respect to the availability or quality of the Services delivered via the Remote Access Feature, including no warranty or representation with respect to quality of service for voice or data.

8. E911 Services.

- 8.1 **Disclaimer of Warranty.** Embarq provides no warranty or representation with respect to the availability or functionality of emergency 9-1-1 services as a part of, provided through, or related in any way to, the Services, including accessing such services through the Remote Access Feature (collectively, “E911 Services”). **Customer agrees to not the Services in connection with E911 Services and will provide notification to its employees and other users of such limitation.**
- 8.2 **Disclaimer of Liability.** Embarq will not be liable or responsible to Customer or any other third party, firm, or entity for any and all claims, causes of action, damages or losses, including direct, consequential, incidental, actual, punitive, or any other form of damages, in the event that calls placed via the E911 Services by a Customer or Trial participant fail to be completed to the appropriate Public Safety Answering Point (“PSAP”) or otherwise fail to function as contemplated, due to any cause other than Embarq’s gross negligence or willful misconduct that directly affects the E911 Services, including but not limited to: (A) Customer’s or Customer’s employee’s failure to provide and update a location that accurately corresponds with Customer’s or Customer’s employee’s actual physical location; (B) Customer’s or Customer’s employee’s failure to properly operate the E911 Services, including but not limited to configuration of the customer premise equipment or any proxy; (C) an outage, degradation or other disruption of Customer’s IP connection (including Customer’s IP connection to Embarq or any Embarq-designated third party vendor), power at a Customer location, or Customer’s or Customer’s employee’s broadband Internet connection; (D) Customer’s failure to discharge any of its

responsibilities specified herein and in the Federal Communications Commission's VoIP E911 Order, or in any applicable law, rule, or regulation; (E) a failure of the functioning of the facilities or services provided any of Embarq's third party vendor, due to intentional or inadvertent error by the third party vendor or its agents; (F) any intentional or inadvertent error committed by the PSAP, its agents, or the public safety agencies it serves; and (G) any of the third party data used to route calls is incorrect or yields an erroneous result. NEITHER EMBARQ NOR ITS DIRECTORS, OFFICERS, OR EMPLOYEES, AFFILIATES, AGENTS, OR SUBCONTRACTORS MAY BE HELD LIABLE FOR ANY CLAIMS, DAMAGES, OR LOSSES. CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTIONS, ARISING FROM OR RELATING TO E911 SERVICES, EXCEPT FOR DAMAGES DIRECTLY CAUSED BY EMBARQ'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT DIRECTLY AFFECT THE E911 SERVICES. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS EMBARQ, ITS DIRECTORS, OFFICERS, OR EMPLOYEES, AFFILIATES, AGENTS, OR SUBCONTRACTORS AND EMBARQ'S UNDERLYING PROVIDERS, IF ANY, FROM ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING OUT OF E911 SERVICES, EXCEPT FOR DAMAGES CAUSED BY EMBARQ'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT DIRECTLY AFFECT THE E911 SERVICES.

9. **Early Termination Liability.** If Customer terminates any component of the Services before expiration of the applicable Order Term, Embarq will charge Customer early termination liability as described in either: (A) applicable Embarq Tariffs, for components of the Services provided by the applicable Embarq local operating company in Embarq local service territories governed by Embarq Tariffs, (B) applicable Local Terms of Service, for detariffed, local exchange service components of the Services provided by United Telephone Company of Indiana, Inc. in Indiana, Central Telephone Company – Nevada Division in Nevada, or United Telephone Company of Ohio in Ohio, respectively, and (C) the Embarq Standard Terms and Conditions for Communications Services, for nonregulated components of the Services governed by such terms and provided by either an Embarq local operating company in its local service territories or Embarq Communications, Inc. outside of Embarq local service territories. If Customer terminates the Router Package, Embarq will charge early termination liabilities described in the Embarq Standard Terms and Conditions for Communications Services and will charge Customer a prorated amount of the list price of the router plus the full charges for any waived installation fee related to the router.