

EMBARQ® SMART IP INTEGRATED TRUNKING SERVICES ANNEX

The following terms and conditions, together with the applicable Embarq cover agreement and the Embarq Standard Terms and Conditions for Communications Services (collectively, the “Agreement”), will govern Customer’s use of EMBARQ® Smart IP Integrated Trunking Services (“Services”) and provision of the Services by Embarq Communications, Inc.

1. Services Description.

- 1.1. **Included Services.** The Services include local service and interstate, intrastate, and international business outbound and inbound Toll Free long distance voice services and require Customer to accept Services for a one-year, two-year, or three-year Order Term. Upon expiration of the applicable Order Term, the Services continue on a month-to-month basis. Services include prioritized call paths that support any type of voice call. Each call path handles a single call that may occur simultaneously with other calls through additional call paths. The number of call paths that Customer requests cannot exceed the available bandwidth in the applicable data access circuit.
- 1.2. **Eligibility.** To be eligible for Services and at all times during the Order Term, Customer must: purchase or have qualifying premise equipment and subscribe to an Embarq-designated, qualifying business data access service. Customer will no longer be eligible for the Services if it fails to meet any of these requirements at any time during the Order Term or if Embarq determines the Services are not used solely for business voice services or person-to-person conversation/voice message. If these requirements are not met, Embarq may terminate or suspend the Services.
- 1.3. **Availability.** Services are offered and provided subject to availability on a continuing basis of the necessary facilities and/or equipment for operation of the Services. Embarq reserves the right to provide Services only to and from locations where the necessary facilities and/or equipment are available, and the furnishing of Services is limited to the capacity of Embarq’s facilities or facilities that Embarq must obtain from other carriers to furnish the Services or any part of the Services.
- 1.4. **Use of Services.** Customer will notify Embarq when new lines are added to their account for use of the Services. New lines will not receive the rates listed in the Agreement until Customer has notified Embarq to add those lines to Embarq’s account. Use of any feature to allow Customer to avoid charges for the Services is prohibited.
- 1.5. **Optional Services.** Customers with Embarq TDM local service may choose to add Diverse Routing Services in addition to the Services. Diverse Routing Services are governed by *Embarq Communications, Inc. Schedules*, posted to www.embarq.com/ratesandconditions. Diverse Routing Services provide a back-up long distance service for the origination and termination of Customer’s long distance calls over Customer’s public-switched telephone network if the Services are unavailable. Each line subscribed to Diverse Routing Services must be subscribed to Embarq regulated PBX trunking services or primary rate interface (PRI) service. If Diverse Routing Services are engaged, preferred interstate and intrastate, switched-access long distance charges will apply, in addition to all federal, state, and local taxes, fees, and surcharges that also will apply. International per minute rates and surcharges also apply when Diverse Routing Services is engaged. A 30-second, per-call minimum applies, then calls are billed in 6-second increments. If selected, Diverse Routing Service will remain in effect for the Order Term and any month-to-month Service period after the end of the Order Term. Customer may purchase Diverse Routing Services for multiple business locations.
- 1.6. **Minimum Annual Commitment.** Customer must commit to the annual commitment level described in the Agreement.

2. Long Distance Services.

2.1. Outbound and Inbound Toll Free Interstate and Intrastate Long Distance.

- A. Interstate and intrastate long distance business voice services are flat, per-minute rated voice services from a certain point in the contiguous United States to another domestic

location. For billing the Services, a 30-second, per-call minimum applies, then calls are billed in 6-second increments.

- B. Interstate and intrastate long distance services are available to Customer within the Continental US. Long Distance termination to Hawaii, Alaska, American Samoa, CNMI, Guam, Puerto Rico and the U.S. Virgin Islands are considered international calls.

2.2. International Long Distance.

- A. International long distance business voice services are flat, per-minute rated voice services from a certain point in the contiguous United States to an international location. For billing the Services, a 30-second, per-call minimum applies, then calls are billed in 6-second increments. Partial minutes will be rounded up to the next full minute. Customer also may purchase international long distance switched voice services via TDM. International long distance switched voice services via TDM is provided by Embarq Communications, Inc. separately from the Services under the Embarq Schedules, posted to www.embarq.com/ratesandconditions.
- B. International long distance voice services are available to Customer in the United States mainland. International calls may terminate only to the countries selected by Customer off the Embarq-provided international country list. Per-use international calling is excluded from the Services, will be charged at a higher per-minute rate, and will be subject to additional charges. A per-minute surcharge applies to calls originating in the domestic United States and terminating to a non-U.S. mobile phone number.

- 2.3. Excluded Services.** Directory service, operator service, pay-per-use calls (including calls to 900, 976, 555, and 700 numbers), usage from multi-party conference calls, and inbound toll-free calls (collectively, the "Excluded Services") are excluded from the Services. Customer also may purchase Diverse Routing Services as a back-up service. Excluded Services and Diverse Routing Services are provided by Embarq Communications, Inc., separately from the Services, under the Embarq Schedules, posted to www.embarq.com/ratesandconditions.

- 3. Early Termination Liability.** If Customer terminates the Services before expiration of the Order Term, Embarq will charge Customer early termination liability as described the Embarq Standard Terms and Conditions for Communications Services, posted to www.embarq.com/ratesandconditions.