

EMBARQ™ BUSINESS-CLASS HIGH-SPEED INTERNET SERVICES ANNEX

The following terms and conditions, together with the Embarq Standard Terms and Conditions for Communications Services and the applicable cover agreement (collectively, the “Agreement”), will govern Embarq’s provision and Customer’s use of EMBARQ Business-Class High-Speed Internet Services (the “Services”) specified in the Agreement or Order form (the “Order”).

1. TERM.

1.1. Term. The Term will begin on the first day of the first complete billing month after both parties have signed the Order and Embarq has taken all commercially reasonable steps to make the Services available to Customer. The Term will be stated in the Agreement or Order.

1.2. Early Termination. Embarq will charge Customer termination liability if Customer terminates the Services before the end of the Term. Embarq 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. Embarq encounters difficulties installing the equipment Customer purchased for Services (the “Equipment”);
- D. during or after the installation of the Services at Customer’s Premises, Embarq determines that the Services will not perform according to the Order. “Customer Premise(s)” will include any location, whether residential or commercial, where Embarq is required to install Services for Customer; or
- E. Embarq discontinues the Services, in which case Embarq will provide Customer with at least 30 days’ written notice.

2. EMBARQ INSTALLATION SERVICES. For Embarq-provided installation of Services, the following applies:

2.1. Embarq Responsibilities. Embarq will perform the following installation services for a one-time installation charge:

- 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. Embarq reserves the right to employ third parties for the actual on-site installation.

2.2. Customer Responsibilities. Customer will:

- A. Meet each of the requirements set forth in the Services welcome packet. If these requirements are not met before an Embarq-provided installation date and cause the installation to be delayed, Embarq 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 Embarq 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 Embarq 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's end users 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 xDSL routers that are different from the Embarq standard installation configuration. Embarq will not be responsible for interference with the performance of Services caused by Customer's configuration of its xDSL router.

2.3. Completion of Installation.

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

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

4. PROVISION OF SERVICES.

- 4.1. **Availability of Services.** Services are subject to availability as determined solely by Embarq.
- 4.2. **Performance.** Embarq will provide the Services to Customer through the Embarq network. Embarq may provide access to the Embarq network from the Customer Premise either directly or through a third-party provider.
- 4.3. **ADSL Services.** ADSL Services are a subset of the Services that Customer may order from Embarq. "ADSL Services" means asymmetric digital subscriber line. It is a version of DSL in which data flows in (downstream) faster than it goes out (upstream).
- 4.4. **Line Repair.** Embarq will correct trouble and repair lines on its side of the network interface. Embarq is not responsible for maintenance on Customer's side of the network interface device.
- 4.5. **IP Addresses.** Embarq, as the network operator, retains ownership and control of all IP addresses used in conjunction with the delivery of Services. The IP address, or range of addresses, assigned to Customer may be reassigned at Embarq's discretion to maintain network integrity. Embarq will make every reasonable effort to notify customers subscribing to static IP address service in advance of any such reassignment to prevent loss of connectivity.

4.6. Third-Party Services. Some components of the Services may be provided by third parties and may be subject to the terms and conditions set forth by those third parties. Please contact an Embarq account representative for details separate charges that may be associated with them.

5. EQUIPMENT WARRANTY.

5.1. Embarq warrants that the Equipment will be in good working order and will conform to the requirements necessary to provide Services on the installation date. During the first year after installation, Embarq will provide replacement Equipment at no charge if the Equipment purchased by Customer fails to perform properly due to Equipment failure that is not caused by or related to:

- A.** Customer damage;
- B.** third parties;
- C.** failure to maintain a suitable environment for the Equipment; or
- D.** changes in Customer's hardware or software that conflict with the Equipment. Embarq will provide replacement Equipment within a commercially reasonable time period after Customer notifies Embarq.

5.2. Customer may also be entitled to any separate warranty available from the manufacturer of Equipment. Embarq does not make any representations regarding the terms, conditions, or qualification standards for coverage under any manufacturer warranty.

6. NETWORK INFORMATION. The Embarq network gathers information about Internet usage such as the sites visited, session lengths, bit rates, and number of messages and bytes passed. Embarq uses this information in the aggregate. Embarq may share this aggregated information with other parties from time to time. Embarq will not disclose any personally identifiable information regarding Internet usage without Customer's consent unless compelled by court order, subpoena or to protect its broadband services and facilities.