

**EMBARQ MESSAGELINE OR
VOICEMAIL SERVICE ANNEX
Business Customer Version**

This Embarq Voicemail Service Annex together with the Embarq Standard Terms and Conditions for Communications Services will govern Embarq's provision and Customer's use of Embarq Voicemail Service, which may have been sold to Customer under the marketing name "Messageline" ("Services"). If a conflict exists between the documents, the terms and conditions of this annex will control. If Embarq and Customer have entered into a separate cover agreement including Services (e.g., Service & Equipment Agreement or Custom Service Agreement), any conflicting terms and conditions in the separate agreement will have precedence over the terms and conditions contained in this annex.

- 1. General Application.** Unless Embarq and Customer have entered into a separate agreement for Services, these terms and conditions, together with the current charges and restrictions, constitute Customer's agreement with Embarq for the Services Customer receives from Embarq. Embarq will furnish and provide Services on a month-to-month basis. Customer may cancel Services at any time and for any reason. CUSTOMER'S ENROLLMENT IN, USE OF OR PAYMENT FOR THE SERVICES CONSTITUTES CUSTOMER'S ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER SHOULD NOT USE THE SERVICES AND SHOULD CALL EMBARQ CUSTOMER SERVICE IMMEDIATELY FOR INSTRUCTIONS ON HOW TO CANCEL THE SERVICES.
- 2. Changes to Terms and Conditions.** Embarq may change these terms and conditions, including charges and restrictions, at any time. Embarq will notify Customer in advance of any significant changes. CUSTOMER'S CONTINUED USE OF THE SERVICES CONSTITUTES CUSTOMER'S AGREEMENT TO EMBARQ'S CHARGES, TERMS AND CONDITIONS THAT ARE IN EFFECT AT THE TIME CUSTOMER USES THE SERVICES.
- 3. Charges.** Customer agrees to pay a monthly charge in advance for the Services and any applicable taxes and fees. Nonpayment of Services charges is not cause for denial or termination of Customer's local exchange telephone service.
- 4. Limitations on Embarq's Liability.**
 - A.** Embarq's liability arising out of or related to these terms and conditions, including for any negligence, error, mistake, or omission affecting the operation of Services, is limited to a pro-rated refund of charges Customer paid Embarq for Services during the period of time the Services were affected. Customer must request any refund permitted under this section. Embarq is not responsible for the content of messages or messages lost due to equipment failure or customer error, including Customer's failure to use a pass code or to adequately protect a passcode.
 - B.** EMBARQ IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THESE TERMS AND CONDITIONS.
 - C.** Embarq is not labile for any failure of performance due to causes beyond its control, including acts of god, fires, meteorological phenomena, floods or other catastrophes,

national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages, or other labor difficulties, acts of third parties, and government or regulatory agency requirements. If any of the above causes occurs, Embarq may elect to terminate the Services.

5. Service Use. Service is for Customer's use only and may not be assigned.

6. Number Portability. Any telephone numbers assigned directly as a mailbox number remain the property of Embarq and are not available for number portability.

7. Termination. Embarq may terminate this Agreement anytime by giving Customer at least 30 days' written notice.