

EMBARQ TIME & MATERIALS SERVICES ANNEX

This Embarq Time & Materials 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 not described in the Embarq Equipment Sales Product Annex or Embarq Centurion Maintenance Service Annex.

1. **DESCRIPTION OF WORK.** For all equipment and software kept at current, manufacturer-recommended upgrade levels by Customer, Embarq will provide reasonable efforts to resolve equipment and software failure issues by utilizing vendor and internal resources, including providing materials, parts, and labor as needed and available for resolution.
2. **PRICE.**
 - 2.1 **Labor.** Embarq will invoice Customer for all costs incurred to resolve Customer’s issues 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.
 - 2.2 **Materials.** Embarq will invoice Customer for all materials used to resolve Customer’s issues.
3. **LIMITATIONS.** Embarq offers no service level agreements associated with its resolution efforts. If resolution of an issue is not possible or not available under applicable circumstances, Customer acknowledges that a system upgrade or complete replacement (if available) may be required to retain functionality. If Customer selects Embarq to perform the system upgrade or replacement, the parties will sign a separate agreement to cover the required services, equipment, and software.
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.

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.