

## COMPETITIVE LOCAL EXCHANGE SERVICES

The following terms and conditions, together with the applicable Embarq cover agreement and the Embarq Standard Terms and Conditions for Communication Services, govern the provision of Competitive Local Exchange Services by Embarq Communications, Inc.

### 1. EMBARQ SOLUTIONS FOR BUSINESS: LOCAL EXCHANGE SERVICE.

- 1.1. General Description.** Local Exchange Service consists of switched communication services connecting one-way and/or two-way information transmission points within a Local Calling Area offered pursuant to these terms and conditions. The service provides an individual access line for the transmission of two-way switched voices or data communication within a local calling area. The individual access line is the connecting facility between Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. The individual access line also enables Customer to access the service of long distance carriers. The connection to the public switched network enables Customer to:
- A. receive calls from other stations on the public switched telephone network; access Embarq's Local and IntraLATA Calling Services;
  - B. access intraLATA, interLATA, intrastate, interstate and international calling services provided by other certified common carriers;
  - C. access Embarq's operator and customer service center for service related assistance; access toll-free telecommunications services such as 800, 888, 877 NPA; and access 9-1-1 service for emergency calling.
- 1.2. Calling-Party Pays Limitations.** Unless otherwise specified in these terms and conditions for specific exchange services, Embarq's service can not be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to these numbers and other numbers used for caller-paid information services will be blocked by Embarq's switch.
- 1.3. Term and Termination Liability.** The term for Local Exchange Services is one, two, or three years ("Term"). The Term will begin in month one. If Customer requests that service be disconnected prior to the expiration of the Term, a 100% early termination charge will be assessed for the remaining months of the Term.
- 1.4. Termination Liability Exclusions.** Customers may upgrade a service arrangement without incurring termination liability charges under the following circumstances:
- A. The order for disconnect of the existing service and the order for the upgraded service arrangement must be received at the same time, with no lapse in service between the installation of the new service and the disconnect of the existing service.
  - B. The upgraded service is provided between the same customer and central office locations as the discontinued service.
  - C. The term of the upgraded service is equal to or greater than the term of the existing service.
- 1.5. Service Rearrangements.** When service is rearranged, a charge equal to one-half the nonrecurring installation charges for the service arrangement will apply. Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at Customer-designated premises. Changes in the physical location of the point of termination are treated as

disconnects and starts, and will be assessed the full nonrecurring charge associated with the arrangement selected.

**1.6. Cancellation Charges.** When Customer cancels an order, cancellation charges will be calculated using the nonrecurring charges associated with the arrangement being cancelled. The Cancellation Charge will be a percentage of all nonrecurring charges associated with the order, or that part of the order being canceled. This percentage is calculated by dividing the number of days from the date on which Embarq confirms to Customer that the requested service can be provided through the cancellation date by the number of days in the agreed upon service interval. The Cancellation Charge is then developed by multiplying the nonrecurring charges associated with installation of the canceled service by the calculated percentage.

**1.7. Special Construction.** Special Construction charges may apply where facilities and/or operating conditions do not permit the provision of services and Customer desires Embarq to provision the services.

## **2. BASIC BUSINESS SERVICES.**

### **2.1. Local Access Line Rate Elements.**

- A.** The monthly charge for Local Access Line service includes unlimited local calling within the Home Exchange and Local Calling Areas.
- B.** Touch Tone service provides for the origination of calls by means of instrumentalities equipped for tone-type signaling. There is no charge associated with Touch Tone service.
- C.** The Network Access Surcharge and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges set forth in Customer's order, contract or, in the absence of other, applicable standard list price.

**2.2. Business Fax Line.** The Business Fax Line is available to business customers who are subscribed to Basic Business Service, Analog PBX Trunks/Key Trunks, or one of the Bundled Services for their primary Local Exchange Service. Customers may subscribe up to a maximum of two fax lines per location.

### **2.3. Analog PBX Trunks/Key Trunks.**

**A. Description.** The following are the available Analog PBX Trunks. When DID Service is requested, DID number charges apply. Service connection charges will apply. Three types of trunk signaling are also available: DP (Dial Pulse) signaling, MF (Multi Frequency) signaling and DTMF (Dual Tone Multi Frequency) signaling. One of these types of signaling must be selected by Customer. Line hunting as specified in Section 10.6 is included.

- (1)** Local Access Trunk 2-Way – An analog PBX trunk allowing inward and outward calling.
- (2)** Local Access Trunk Outward – An analog PBX trunk allowing outward calling only.
- (3)** Local Access Trunk Inward – An analog PBX trunk allowing inward calling only to the PBX.
- (4)** Local Access Trunk DID – An analog PBX trunk allowing inward calls to the station level.

- (5) Local Access Trunk DID 2-Way – An analog PBX trunk allowing inward calls to the station level and transfer of those calls to another line through the use of an incoming/outgoing trunk facility. Establishment of service and subsequent trunk installations will incur a set-up charge per trunk group. Charges apply for changes or redesigns in signaling or transmission interface. This trunk requires Customer's PBX to work with E&M signaling and to connect to a 4-Wire facility. It also allows for outward calling. DID Termination Rearrangement charge applies per trunk group to add or remove 2 Way DID. A Change Order charge applies for changing individual trunks between existing trunk groups.
- (6) Key Trunk -A central office exchange line that terminates in customer-provided systems that accommodate more than one line.

**B. Rates.** The Network Access Surcharge and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges stated in Customer's order, contract, or, in the absence of either, the standard list price.

#### **2.4. Digital Trunking Service (DTS).**

**A. Description.**

- (1) This service provides digital access from Customer's premises to the central office via a DS1 (1.544 Mbps) connection. This connection provides the equivalent of 24 access lines between Customer's premises and a central office that can be used as Wide Area Telecommunications Service (WATS), or as PBX trunks, which may or may not include Direct Inward Dial (DID). Digital trunking service is provided in a base capacity of 24 channels.
- (2) A non recurring charge applies in addition to the applicable Service Connection Charges for each facility established or added. Changes or rearrangements of channels are charged a service change charge for each channel changed, in addition to the applicable Service Connection Charges.
- (3) DTS Local Channel. Provides 1.544 Mbps digital trunking and the local distribution channel between the serving central office and 24 channels.
- (4) DTS Local Access. Provides for the communications path between Customer's designated premises and the serving wire center of that premises.

**B. Rates.** The Network Access Surcharge, Line Port Charge and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges stated in Customer's order, contract, or, in the absence of either, the standard list price.

#### **2.5. Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI).**

**A. Description.**

- (1) ISDN – PRI is a high speed end-to-end digital switched service that provides PBX and host computers access to switched services via an ISDN central office. The service can carry voice, data and video simultaneously. Traffic can be inward, outward or a combination of both. This is controlled by Customer's CPE.
- (2) A standard service consists of up to twenty-three "B" (Bearer) channels and one "D"(Delta) channel at a total speed of 1.544 Mbps. The D channel is used for signaling and can usually handle an additional 19 ISDN services containing 24 B channels. The local channel may be a DS1 with clear channel capability.

- (3) A PRI Service Change Charge applies for changes or additions of one or more channels to existing trunk groups on each PRI service, per occasion, per trunk group in addition to the Change Order-Subsequent Charge.

**B. Required Service Components.**

- (1) PRI Local Channel. Provides the local distribution channel between the Central Office and Customer's premise, as well as the Central Office termination for either PRI Custom or PRI National ISDN products.
- (2) PRI Local Interface. Provides the multiplexing to support up to twenty-three B-Channels at 64 Kbps and one D-Channel for signaling also at 64 Kbps.

**C. Optional Service Components/Features.**

- (1) PRI TIE Line Termination. Allows Tie Line calls to be directed to and originated from the ISDN PRI B channels.
- (2) PRI Name Display. Allows incoming name display on compatible customer-provided equipment.
- (3) PRI Intercommunications Group. Allows PRI B channels to connect to a Centrex system or another PRI service that originates in the same central office. This feature is offered on a per trunk group basis.
- (4) PRI D Channel. A D channel may be designated as a Backup D channel for another D channel that provides signaling and control for one or more ISDN PRI connections.
- (5) PRI Network Ring Again. Enables Customer to complete calls to a busy station without continually redialing. Certain equipment restrictions may apply.
- (6) PRI Call-by-Call/Integrated Service Access Feature Capability. Allows Customer to dynamically allocate the use of channels for ISDN-PRI. Customer may also choose voice or data transmission on a per call basis and may choose to subscribe to more services than channels. The Customer Premises Equipment signals the local central office as to which type of service to access for each call.
- (7) B-Channel Transfer. Allows the central office switch to establish a call directly to the final destination and release the trunks going in and out of the forwarding device, when otherwise two trunks between the Central Office and the original device would be employed for the duration of a call when the call terminates at a given location and is then forwarded to another location.

**D. Standard Features.**

- (1) Call by Call for Trunk Groups. Allows the circuit switched voice and data services enabled on a PRI service to share B channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize B channels on a call by call basis.
- (2) Caller ID. The number associated with incoming calls will be passed to Customer's CPE, including numbers associated with calls to PRI DID numbers. The feature is provided on a per trunk group basis only and is offered in appropriately equipped central offices.
- (3) Clear Channel Capability. Each B Channel is a 64kbps Clear channel. Calls over the network may either be 56 kbps or 64 kbps depending on the public network in place between the PRI service and the terminating end of the call.
- (4) D Channel Control Capability. Provides the capability for a single D channel to provide signaling and control functions for multiple PRI services, leaving the 24th channel on those PRI services available for incoming and outgoing calls. For those PRI services, 24B channels may be ordered.
- (5) Dedicated Trunk Groups. Allows all 23 channels (24 where technology permits), or a subset thereof, to be used as stand alone trunk groups. Each channel is capable of handling incoming or outgoing circuit switched voice or circuit switched data.
- (6) Direct Inward Dialing Signaling. Permits incoming dialed calls from the exchange network to reach a specific number serviced by customer-premises equipment without the assistance of an attendant. DID numbers are required at the charges set forth in 9.1.7.
- (7) Equal Access Calling. Allows Customer to preselect an Interexchange Carrier for each circuit switched voice or circuit switched data trunk group.
- (8) PBX Station ID Capability. Allows the stations user's number to be transmitted over the PRI D channel from DID-equipped CE PBXs. This number is provided by the originating station and must have an associated DID number working in the central office.

**E. Rates.** The Network Access Surcharge, Line Port Charge and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges stated in Customer's order, contract, or, in the absence of either, the standard list price.

**3. BUNDLED SERVICES.**

**3.1. EMBARQ Integrated T-1.**

**A. Description.**

- (1) EMBARQ Integrated T-1 is designed for the utilization of multiple voice and frame relay combinations over a single 1.544 Mbps facility. EMBARQ Integrated T-1 includes frame relay channels and the use of a digital access and cross connect system (DACS) located in a Telephone Company wire center. The channels designated for frame relay will be routed to a frame relay switch through the DACS to a customer designated location. EMBARQ Integrated T-1 is limited to the frame relay and DACS capability, and voice channels must be

obtained separately. The frame relay bandwidth selected by Customer will determine the UNI port connection and PVC committed information rate provided. One PVC, with throughput equal to 50% of the UNI port connection, is provided with each EMBARQ Integrated T-1 arrangement. For example, when Customer selects an EMBARQ Integrated T-1 arrangement for 10 voice channels and 512 Kbps frame relay service, a PVC with a CIR of 256 Kbps will be provided.

- (2) EMBARQ Integrated T-1 is designed to accommodate the voice and frame relay channel combinations identified below. The frame relay portion of EMBARQ Integrated T-1 is designed as part of a voice/frame relay combination, with concurrent voice and frame relay availability. Customer is responsible for providing the voice capability.

Voice Channels	Frame Relay Service					
	256 Kbps (4 Channels)	384 Kbps (6 Channels)	512 Kbps (8 Channels)	768 Kbps (12 Channels)	1.024 Mbps (16 Channels)	1.472 Mbps (23 Channels)
1	N/A	N/A	N/A	N/A	N/A	24
6	10	12	14	18	22	N/A
8	12	14	16	20	24	N/A
10	14	16	18	22	N/A	N/A
12	16	18	20	24	N/A	N/A
14	18	20	22	N/A	N/A	N/A
16	20	22	24	N/A	N/A	N/A
18	22	24	N/A	N/A	N/A	N/A
20	24	N/A	N/A	N/A	N/A	N/A

Shaded area reflects total channels utilized for each combination.

- (3) EMBARQ Integrated T-1 will be provided over a 1.544 Mbps facility for connection to the Telephone Company's wire center equipment and frame relay network via a digital access and cross connect system. The provision of EMBARQ Integrated T-1 requires terminating equipment (e.g., channel service unit) at Customer's designated premises to allow for the appropriate voice and frame relay channels. Customer is responsible for providing and maintaining the terminating equipment at Customer's designated premises. EMBARQ Integrated T-1 includes the full bandwidth of a 1.544 Mbps facility, and cannot be provisioned over fractional DS1 channels.

**B. Standard Features.** The following features are provided with EMBARQ Integrated T-1 voice channels at no additional charge to Customer:

- (1) **Caller ID - Number Only.** Provides Customer with the telephone number of the calling party and is intended solely for the use of the EMBARQ Integrated T-1 subscriber.
- (2) **Embarq Solutions for Business Service.** Provides Customer with interstate and/or intrastate Dial-1 and/or toll free Message Telecommunications Service (MTS) described in the Embarq Business Schedule posted to [www.embarq.com/ratesandconditions](http://www.embarq.com/ratesandconditions). Customers must choose one of the following options:
- (a) **Option 1 – Embarq Solutions for Business Services - 2000 Minutes Block of Time.** Provides Customer with up to 2000 interstate and/or intrastate Dial-1 and/or toll free minutes per month at no charge.

Additional Dial-1 minutes will be charged a flat non-distance sensitive per-minute rate as specified in Embarq's toll tariffs

- (b) **Option 2 – Embarq Solutions for Business Services – All Calls All Day:** Provides Customer with a flat per minute of use rate for all Dial 1 interstate and/or intrastate usage. This rate applies 24 hours a day, every day.
- (3) **Hunting.** The following hunting arrangements are available:
  - (a) **Line Hunting Regular.** The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group, completing the call to the first idle line encountered. Unless the first line is called, only a portion of the group is hunted.
  - (b) **Line Hunting Circular.** Permits a complete hunt sequence over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.
  - (c) **Line Hunting Preferential.** Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multi-line hunt group.
- (4) **Call Forward Busy/No Answer.** Permits the forwarding of incoming calls when Customer's line is busy or remains unanswered after a designated number of rings.
- C. **Required Service Elements.** The provision of EMBARQ Integrated T-1 requires that a combination of voice and frame relay channels, as set forth above, remain in service. If Customer elect to disconnect either the voice or frame relay channels provided, the entire EMBARQ Integrated T-1 arrangement must be disconnected and applicable termination liability penalties will apply.
- D. **Application of Rates.** The rates and charges for EMBARQ Integrated T-1 cover all associated service components (i.e., UNI port connection, PVC, and use of the DACS equipment). The Embarq Custom Access Solutions rates are stated in Customer's order, contract, or, in the absence of either, the standard list price. The applicable rates for EMBARQ Integrated T-1 include monthly recurring rates and nonrecurring charges, both of which are billed in advance.

### 3.2. Priority Solution.

- A. **Description.** Priority Solution is a bundle service that includes basic business service Local Access Lines, Call Waiting, Caller ID with Name, Anonymous Call Rejection, Call Forwarding, and Dial-1 domestic long distance. This service is available to business customers at the same customer location, where technically feasible, and is subject to the availability of facilities.
- B. **Hunting.** The following Hunting arrangements are available at no additional charge.
  - (1) **Line Hunting Regular.** The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group, completing the call to the first idle line encountered. Unless the first line is called, only a portion of the group is hunted.

(2) **Line Hunting Circular.** Permits a complete hunt sequence over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.

(3) **Line Hunting Preferential.**

(a) Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multi-line hunt group.

(b) Priority Solutions includes presubscription to Embarq Solutions for Business – All Calls All Day. A per minute of use rate applies for all Dial-1 domestic calls. The intrastate per minute of use rate is specified in Price List Section 23 of the Embarq's Intercity Telecommunications Services Tariff PUCO No. 2. The applicable interstate per minute of use rate is specified in the Embarq's interstate Business Schedule at [www.embarq.com/rates](http://www.embarq.com/rates) and conditions.

(c) All applicable local, state and federal taxes, regulatory fees and surcharges apply in addition to the rates specified for this service.

C. **Rates.** The Network Access Surcharge, and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges as stated in Customer's order, contract or, in the absence of either, the standard list price.

### 3.3. Classic Solution.

A. **Description.** Classic Solution is a bundle service that includes basic business service Local Access Lines, Caller ID with Name, Anonymous Call Rejection, Call Forwarding, Three-Way Calling, Return Call, and Dial-1 domestic long distance. This service is available to business customers at the same customer location, where technically feasible, and is subject to the availability of facilities.

B. **Hunting.** The following Hunting arrangements are available at no additional charge:

(1) **Line Hunting Regular.** The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group, completing the call to the first idle line encountered. Unless the first line is called, only a portion of the group is hunted.

(2) **Line Hunting Circular.** Permits a complete hunt sequence over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.

(3) **Line Hunting Preferential.** Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multi-line hunt group.

C. **Long Distance.** Classic Solution includes presubscription to Embarq Solutions for Business All Calls All Day. A per minute of use rate applies for all Dial-1 domestic calls. The intrastate per minute of use rate is specified in Price List Section 23 of Embarq's Intercity Telecommunications Services Tariff PUCO No. 2. The applicable interstate per minute of use rate is specified in Embarq's interstate Business Schedule at [www.embarq.com/ratesandconditions](http://www.embarq.com/ratesandconditions).

- D. **Rates.** The Network Access Surcharge and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges. All applicable local, state and federal taxes, regulatory fees and surcharges apply in addition to the rates specified for this service.

### 3.4. PRI Solution.

- A. **Description.** PRI Solution is a bundle service that includes Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) (Local Channel and PRI Interface), and Caller ID (number only) for a flat monthly rate, with Dial-1 domestic long distance service as specified following. This service is available to business customers at the same customer location, where technically feasible, and is subject to the availability of facilities.
- B. **Hunting.** The following hunting arrangements are available at no additional charge:
  - (1) **Line Hunting Regular.** The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group, completing the call to the first idle line encountered. Unless the first line is called, only a portion of the group is hunted.
  - (2) **Line Hunting Circular.** Permits a complete hunt sequence over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.
  - (3) **Line Hunting Preferential.** Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multi-line hunt group.
- C. **Long Distance.** PRI Solution includes presubscription to Embarq Solutions for Business Service – All Calls All Day. A per minute of use rate applies for all Dial-1 domestic calls. The intrastate per minute of use rate is specified in Price List Section 23, Priority Solutions, of Embarq’s Intercity Telecommunications Services Tariff PUCO No. 2. The applicable interstate per minute of use rate is specified in Embarq’s interstate Business Schedule at [www.embarq.com/ratesandconditions](http://www.embarq.com/ratesandconditions). All applicable local, state and federal taxes, regulatory fees and surcharges apply in addition to the rates specified for this service.
- D. **Rates.** The Network Access Surcharge, Line Port Charge and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges.

### 3.5. Embarq Business Basic.

- A. **Description.** Embarq Business Basic is a bundle service that includes basic business service Local Access Lines and Dial-1 domestic long distance. This service is available to business customers at the same customer location, where technically feasible, and is subject to the availability of facilities.
- B. **Hunting.** The following Hunting arrangements are available at no additional charge:
  - (1) **Line Hunting Regular.** The hunt for an idle line starts with the called line in a prearranged group and ends with the last line in the group, completing the call to the first idle line encountered. Unless the first line is called, only a portion of the group is hunted.

- (2) **Line Hunting Circular.** Permits a complete hunt sequence over all lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.
  - (3) **Line Hunting Preferential.** Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multi-line group.
- C. **Long Distance.** Embarq Business Basic includes presubscription to Embarq Solutions for Business – All Calls All Day. A per minute of use rate applies for all Dial-1 domestic calls. The intrastate and interstate per minute of use rate is specified in the Embarq Business Schedules, posted to [www.embarq.com/ratesandconditions](http://www.embarq.com/ratesandconditions).
  - D. **Rates.** The Network Access Surcharge and all applicable local, state, and federal taxes, charges and surcharges are in addition to the monthly rates and charges.

#### 4. ETHERNET SERVICES

##### 4.1 General

- A. Embarq Ethernet Services is a high-speed data service, which uses a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. Embarq Ethernet Services delivers access from Customer's LAN to the shared Embarq Ethernet Services network. Embarq Ethernet Services protects data privacy by using specialized screening software, which permits subscribers to access only their data. Embarq Ethernet Services is offered for local and intraLATA use where Embarq facilities exist.
- B. Embarq Ethernet Services is only available through a Term Discount Plan for a fixed period of up to 84 months. The minimum service term for Embarq Ethernet Services is 12 months.
- C. Temporary Suspension of Service (Vacation Service) at Customer's request is not allowed for Embarq Ethernet Services.
- D. Charges Applicable Under Special Conditions may apply when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

##### 4.2 Ethernet Service Regulations

###### A. Description of Service

- (1) Embarq Ethernet Services is available to customers whose serving central office is equipped with Embarq Ethernet Services equipment and is located within 28 km or 15 miles from the serving central office.
- (2) The network demarcation point is an 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the Embarq Ethernet Services equipment at the subscriber premises. Embarq Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps). VLAN subscribers must choose between 802.3, 802.3u or 802.3z LAN standards.

###### B. Ethernet Service Definitions

- (1) Local Channel Connection – The local loop from Embarq's serving central office to the customer premises.

- (2) Local Access and Transport Area (LATA) - Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges that are grouped to serve common social, economic, and other purposes.
- (3) Local Area Network (LAN) – A network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.
- (4) 802.3 – Colloquially known as Ethernet, 802.3 runs over fiber at 10 megabits per second. It is a part of the body of LAN standards developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE).
- (5) 802.3u – A LAN standard out of IEEE, known as Fast Ethernet, 802.3u typically runs over fiber at 100 megabits per second.
- (6) 802.3z – A LAN standard out of IEEE, known as Gigabit Ethernet, 802.3z typically runs over fiber at 1000 megabits per second (1Gigabit).
- (7) VLAN - A VLAN is an identifier assigned to each customer group. VLAN ID's allow multiple customers to share a common infrastructure while maintaining separate and secure LAN domains.
- (8) VLAN Bridging is a grouping of Customer computers in a single broadcast domain. A VLAN may exist across multiple physical LAN segments, including multiple locations. VLAN Bridging allows for traffic broadcasting within a customer's predefined group of locations at Layer 2 of the Open Systems Interconnection (OSI) model.

**C. Ethernet Service Connections**

- (1) Customer-Provided Terminal Equipment and Customer-Provided Communications Systems may be connected to Embarq Ethernet Services when such connection is made in accordance with the terms of this Exhibit and where Customer's premises are not more than 28 km or 15 miles from the serving office.
- (2) Responsibility of Embarq
  - (a) Embarq's responsibility is limited to the furnishing and maintenance of Embarq Ethernet Services to a network interface on Customer's premises where provision is made for the connection of local service.
  - (b) Embarq is not responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by the customer. Embarq Ethernet Services is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Embarq facilities, Embarq's responsibility is limited to the furnishing of facilities suitable for Embarq Ethernet Services and to the maintenance and operation in a manner proper for such digital service. Embarq is not responsible for:
    - (i) The through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
    - (ii) The reception of signals by such equipment or systems, or
    - (iii) Damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.
- (3) Embarq is not responsible to Customer if changes in any of the facilities, operations or procedures of Embarq utilized in the provision of Embarq Ethernet

Services render any facilities or equipment provided by Customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.

- (4) Embarq will maintain and repair the facilities it furnishes. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by Embarq without prior written consent of Embarq.
- (5) To maintain the quality of Embarq Ethernet Services, Embarq reserves the right to perform preventative maintenance and software updates to the network. Embarq has classified maintenance as follows:
  - (a) **Scheduled Maintenance** — Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. Embarq will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. Embarq will provide advance notice of all scheduled maintenance.
  - (b) **Demand Maintenance** — Demand maintenance may occur as a result of unexpected events and is performed when Embarq Ethernet Services network elements are in jeopardy. Embarq will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, the customer will be informed when the maintenance has been completed.

**D. Responsibility of Customer for Ethernet Service**

- (1) Customer is responsible for installing and testing the customer premises equipment or facilities to insure that when they are connected to Embarq Ethernet Services such equipment or facilities are operating properly.
- (2) The operating characteristics of the customer premises equipment or facilities must not interfere with any of the services offered by Embarq. Such use is subject to the further provisions that the equipment provided by Customer does not: endanger the safety of Embarq employees or the public; damage or require change in or alteration of the equipment or other facilities of Embarq; interfere with the proper functioning of such equipment or facilities; impair the operation of Embarq's facilities; or otherwise injure the public in its use of Embarq's services. Upon notice that the equipment provided by Customer is causing or is likely to cause such hazard or interference, Customer will take such steps as necessary to remove or prevent such hazard or interference.
- (3) Customer's responsibility will include cooperative testing with Embarq as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, Customer will be responsible for all expenses incurred in changes to its customer premises equipment.
- (4) Customer must provide the necessary power to Embarq with 2 duplex isolated ground 20 amp. 120v. AC outlets. The outlets must be within 6 feet of the equipment. All electrical work must meet the National Electrical Code (NEC).
- (5) Customer will provide a 19-inch equipment rack to house the Embarq-provided Enhanced Ethernet Service device(s). Customer will provide a two-foot clearance on all sides and above the equipment rack.
- (6) Conduit Space

- (a) Exterior – Customer will ensure adequate conduit space is available to place fiber from the closest right-of-way into the main telephone room within a building.
  - (b) Interior – If Embarq provided equipment is to be located in space other than the telephone room, Customer will provide 2 inch interior conduit suitable to run fiber jumpers to the equipment.
- (7) Customer must provide one 20 x 44 x ¾ inch plywood backboard in the equipment demarcation room and ensure adequate clearance of 36-inch in front of backboard.
  - (8) Inside wiring must be completed by Customer prior to the arrival of the Embarq installation technician. Customer must extend the wiring from the demarcation point to their suite or office location where the Ethernet service will be used.
  - (9) Embarq will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a Gigabit circuit as the demarcation point for the Ethernet service. If a different Customer hand-off is required, such as a multimode fiber connection, Customer must notify Embarq prior to installation.
  - (10) Customer must ensure a suitable port is available to provide the network functionality they desire and within distance of Ethernet specifications. It is Customer's responsibility to provide a CAT5 cable(s) to connect its LAN to the EMBARQ Ethernet equipment. Customer will provide an appropriate Ethernet patch cable for connecting EMBARQ demarcation and Customer-provided equipment.
  - (11) Environment
    - (a) Air – Customer will provide adequate cooling to maintain the equipment operating environment parameters as follows:
      - (i) Temperature: 55-85 degrees Fahrenheit
      - (ii) Humidity: 70% or less.
    - (b) Space – Customer will provide a clean environment free from dampness for Embarq provided equipment.
  - (12) Access to Premises – Customer will provide Embarq maintenance personnel or contractors with access to Embarq's equipment placed at Customer's premises for regular maintenance and service.

**E. Connection of Customer-Provided Terminal Equipment and Customer-Provided Communications Systems for Ethernet Service**

- (1) The following provisions will apply:
  - (a) Customer-Provided Terminal Equipment and/or Customer-Provided Communications Systems may be connected at the premises of the customer to Embarq Ethernet Services.
  - (b) The undertaking of Embarq is to furnish Embarq Ethernet Services as ordered and specified by the customer except as specified in Section 2.5 D below.
- (2) Connections to Other Services Furnished by Embarq to the Same Customer. Embarq Ethernet Services furnished by Embarq may be connected by Customer to another service or to other services furnished by Embarq. Connected services

are subject to all rules and regulations governing the provisioning of those services.

- (3) Connections to Other Services Furnished by Embarq to Different Customers. Customer may connect at the premises of the customer, to another Embarq Ethernet Services or other services furnished by Embarq to different customers. Connected services are subject to all rules and regulations governing provisioning of those services.
- (4) Connection of Channel Service Units. A Channel Service Unit (CSU) or appropriate termination equipment must be provided by Customer to connect a Embarq-provided digital facility. This equipment must comply with the technical requirements outlined in Part 68 of the FCC Rules and Regulations.
- (5) Customer is responsible for payment of a Trouble Location Charge for visits by Embarq to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.
- (6) Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by Embarq without the prior written consent of Embarq.
- (7) For maintenance purposes, upon Embarq's request, Customer will be responsible for notifying Embarq of the type of terminating equipment used.

#### **4.3 Ethernet Order Term**

- A. The minimum service period is 12 months. Customer must agree to a minimum service commitment period. Services are available in increments of one month, based upon the following plan options:
  - (1) Plan A: 12 to 35 months
  - (2) Plan B: 36 to 59 months
  - (3) Plan C: 60 to 84 months
- B. Customer must specify the length of the initial service period at the time the service is ordered. At the end of the order term, Customer may subscribe to a new term plan at the prevailing rates. Customer can terminate Embarq Ethernet Services at the end of the minimum commitment period with no penalty or obligation to continue the service.
- C. Termination Liability Charges described in the Embarq Standard Terms and Conditions for Communication Services will not apply when a service or rate element is disconnected before expiration of the applicable order term as a result of a Customer-requested upgrade to a next generation service offering, under the following conditions:
  - (1) The term of the new service offering is equal to or exceeds the remaining service period of the disconnected order term, and
  - (2) The service orders to install the new service and disconnect the old service are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old service, and
  - (3) The service orders to install the new service and disconnect the old service are for the same customer at the same location.
- D. Embarq will determine whether the replacement service qualifies as a next generation service offering.
- E. Nonrecurring charges and Service Ordering Charges for the new service will apply according to the requirements of the new service.

#### **4.4 Service Components and Rate Elements for Embarq Ethernet Services**

- A. Embarq Ethernet Services Basic Transport. Embarq Ethernet Services Basic Transport includes the elements of demarcation, port electronics at the subscriber's premises, the local channel connection to Embarq's Embarq Ethernet Services switching system function at speeds of 5 Mbps, 10 Mbps, 100 Mbps, 500 Mbps or 1000 Mbps (1 Gigabit), and participation in a single Virtual Private Network. Charges are dependent upon the number of ports per building and the total number of ports per customer.
- B. Embarq Ethernet Services – Enhanced. The components for Embarq Ethernet Services - Enhanced (Managed) include the following:
  - (1) Embarq Ethernet Services Basic Transport at speeds at speeds of 5 Mbps, 10 Mbps, 100 Mbps, 500 Mbps or 1000 Mbps (1 Gigabit).
  - (2) Embarq-owned Provider Edge Equipment (Ethernet switch) installed at the customer's premises which will serve as Embarq's demarc.
  - (3) 24x7 network monitoring and troubleshooting from Embarq's central office to the Embarq-owned Ethernet switch on the customer premise.
  - (4) Embarq will assign a specific port on the Embarq-owned Ethernet switch to accept multiple VLANs from the customer. The assigned port will be the aggregation point from the customer that connects to Embarq's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across Embarq's Ethernet network, removing the tag at egress. It is the customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.
- C. Nonrecurring Charge. The Nonrecurring Charge is applicable for the initial installation of a Local Channel Connection to a given serving central office. The Nonrecurring Charge is also applicable for any rearrangement of an existing Local Channel Connection.
- D. Move Charge. A Move Charge applies for Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge is equal to the Nonrecurring Charge and applies in addition to the Service Ordering Charge.
- E. Service Charge. A Service Ordering Charge is applicable per customer request. Nonrecurring Charges specified in this Agreement are in lieu of all other Service Ordering Charges.
- F. Special Construction Charges. Special construction charges may be applicable under special conditions. Embarq may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

**4.5 Service Components and Rate Elements for Value-Added Services – Embarq Ethernet Services – Enhanced Customers Only**

- A. The following value added services can be purchased from Embarq for an additional monthly charge on the Embarq Ethernet Services Enhanced Platform.
  - (1) Layer 2 Quality of Service (“QoS”) for Prioritization of Traffic. Embarq will honor a customer's subscribed bandwidth through Embarq's core backbone infrastructure. It is the customer's responsibility to mark the traffic to be prioritized and to connect to the Embarq-specified port of the Enhanced Services device. Embarq can only honor QoS within its serving territory. Embarq supports three QoS classifications for a customer's traffic: Premium, Critical and General LAN. The classifications allow Embarq to treat packets of information differently based on the packets importance.
    - (a) Premium QoS is for delayed sensitive applications such as Voice and Video. Embarq will prioritize the customers subscribed bandwidth

across the Ethernet backbone infrastructure; prioritizing the Premium packets over ALL traffic in the network. Any packets sent over the customer's subscribed bandwidth will be dropped.

- (b) Critical QoS will support all other applications the customer may deem critical. Embarq will prioritize the customer's subscribed bandwidth across the Ethernet backbone infrastructure; prioritizing the Critical packets after the Premium traffic is sent and before ALL General LAN traffic in the network. Any traffic over the customer's subscribed requirement will be sent across the network with the General LAN traffic.
  - (c) General LAN. No prioritization of packets; customer's traffic is sent through the network as it is received.
- (2) Interworking with Frame Relay Service or ATM Service. This optional feature allows the customer with a Frame Relay or Asynchronous Transfer Mode local channel to connect with the Embarq Ethernet Services network at Embarq's central office. When Interworking Frame or ATM with Embarq Ethernet Service, Embarq can not honor QoS as it will not be recognized from the Frame or ATM networks.

## 5. ALL SERVICES.

- 5.1 Expiration.** At the conclusion of each of Customer's Service Terms, Services will continue on a month-to-month basis and Customer's monthly rate will change to the then-current monthly recurring rate. Customer may terminate Services at the end of these respective Terms with no penalty or obligation to continue the Services.