

## EMBARQ™ Conferencing Services Annex

This Embarq Conferencing Services Annex together with the Embarq Standard Terms and Conditions for Communications Services will govern Embarq's provision and Customer's use of EMBARQ™ Conferencing Services (the "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, any conflicting terms and conditions in that separate agreement will have precedence over 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. Conferencing Services.** Embarq Conferencing Services include audio conferencing call capabilities, via either a toll or toll-free access number, an audio console tool as well as web conferencing capabilities. These Services are provided in the following distinct categories:

  - (A) Reservationless Audio Conferencing.** This service enables users to dial a provided access number, enter a unique PIN and conduct audio conferencing calls at anytime, virtually anywhere. No reservations are required, and there is no limit on the number of participants.
  - (B) Operator Assisted Audio Conferencing.** This service provides the same capabilities as Reservationless Audio Conferencing described above, with the added benefit of call management by a professional and courteous operator. A reservation is required for this Service and may be obtained by dialing a provided access number. Operators are available 7:00 am – 11:00 pm, Eastern Time, Monday through Friday.
  - (C) Audio Console - Web Portal.** This service enables Customer to manage audio conferencing calls showing the current status of participants and allowing the moderator to mute lines, place participants on hold or start private chats. This service also provides Customer with access to online reporting tools and billing information. This Service also provides Customer with access to online reporting tools and billing information.
  - (D) Web Conferencing.** This service provides Customer with the capability to create, manage and execute web seminars, online events, as well as training or eLearning sessions without any required downloads or software installations. In addition this service can be integrated with the audio services described above. In addition, the audio console-web portal enables customers to manage voice conferences showing the current status of participants and allowing the moderator to mute lines, place participants on hold or start private chats.
  - (E) Account Management Tool.** This service provides an on-line tool that allows Customer the ability to perform account maintenance functions (add, change and disable users), view all users and their "almost" real time call details, and to view and print a variety of usage reports.

- (F) Customer service and support is available from 7:00 am -11:00 pm Eastern Time, Monday through Friday, and from 8:30 am to 5:00 pm Eastern Time on Saturdays, via a toll-free number provided by Embarq or by dialing \*0 during an audio conferencing call.
4. **Standalone Service.** Services are provided to Customer as a standalone service, separate and apart from any other telecommunications services provided by Embarq. As such, Customer will receive invoices for the Services that are separate and distinct from other invoices Customer may receive from Embarq.
5. **Customer Responsibilities.**
- (A) **Account Information.** Customer is responsible for maintaining the confidentiality of the PIN number and account information provided by Embarq and for restricting access to the related conferencing account. Customer agrees to accept responsibility and liability for all activities that occur under its account whether lawful or unlawful. Customer will indemnify and defend Embarq, Embarq's officers, directors, agents, and employees and their successors, against all damages, claims, liabilities or expenses, including reasonable attorneys' fees, arising out of any activity occurring under Customer's account regardless of whether or not such activity was authorized by Customer. Customer expressly authorizes Embarq employees to access Customer's account and related records to investigate complaints or billing inquiries.
- (B) Customer is responsible for acquiring any necessary equipment, software and/or Internet access necessary to use the Services.
- (C) Customer is not permitted to use the Services for unlawful purposes or purposes inconsistent with the terms hereof.
6. **Suspension for Fraud.** Without incurring liability, Embarq may immediately and without notice: (i) discontinue or suspend the Services to Customer; (ii) cancel a request for Services for Customer; or (iii) temporarily block service to a particular authorization code, if it deems such action is necessary, either to prevent improper use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services. In addition, Customer will notify Embarq immediately of any suspected fraud or other illegal activities. Customer will be responsible for all amounts directly incurred by Embarq with respect to fraudulent usage of Services by Customer.
7. **Account / PIN Termination.** Embarq reserves the right to suspend or refuse Service, terminate Customer's accounts, cancel Orders and/or refuse to issue additional PIN numbers in its sole discretion.
8. Embarq is not responsible for the accuracy or quality of information or data, including without limitation, images, audio, video or other content obtained through Customer's use of the Services.
9. **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.
10. Standard rates are charged per minute, per participant and vary by service. Features are billed separately, as used. International toll-free and dial-out rates are subject to change and will be invoiced to Customer at the currently prevailing rates. Customer agrees that a credit for the charges otherwise due for recording any conference will constitute Customer's sole recourse against Embarq for unsatisfactory recordings. For current rates call 1-800-892-2162.