

**UNIFIED PROTECTION AND
COMPLIANCE SERVICES FROM EMBARQ ANNEX**

The following terms and conditions, together with the applicable Embarq cover agreement, end-user license agreement, and the Embarq Standard Terms and Conditions for Communication Services (collectively, the “Agreement”) will govern Embarq’s provisioning and Customer’s use of Unified Protection and Compliance Services from Embarq (the “Services”) specified in the Agreement.

PLEASE REVIEW THE TERMS AND CONDITIONS IN THIS ANNEX PRIOR TO USING THE EQUIPMENT (DEFINED BELOW) OR SERVICES. IF CUSTOMER INSTALLS THE EQUIPMENT OR USES THE SERVICES AT ALL, CUSTOMER WILL BE BOUND BY THE TERMS OF THE AGREEMENT. If Customer does not want to be bound by the Agreement, Customer must request termination of the Services by notifying Embarq at 877-4-EMBARQ, or other Embarq-provided phone number, and must return the Equipment and all associated materials in the original packaging to Embarq within the 30 days after Customer’s original order for Services from Embarq to the address listed on the shipping label included with the Equipment. If returned consistent with this provision, Embarq will not charge Customer for either the Services or any early termination charges. All returns must be in like-new condition (no cracks, scratches, etc.) Embarq has the final decision, in its sole discretion, whether Customer has complied with this provision.

1. **SERVICE DESCRIPTION.** The Services include security monitoring functions to deliver managed virtual private network (“VPN”) services, firewall services to static and dynamic IP addresses, and other optional security-related services. The Services are provided by a local Embarq operating company within its service territory. To find the Embarq local operating company serving Customer’s location, please see the maps of the Embarq local operating companies posted to www.embarq.com/ratesandconditions.
2. **ORDER TERM.** The order term for the Services will be stated on the Order and will begin on the first day of the billing month following the date Services are installed and available to Customer (“Order Term”). At the end of the initial Order Term, the Order Term will automatically renew for successive one-year periods, for the same Services, at the then-current monthly recurring charges for a one-year service period, unless either party terminates the Services by providing the other party 30 days’ written notice of termination before the end of the initial Order Term or during any renewal Order Term. Customer will retain the Equipment at the expiration of the initial Order Term or any renewal Order Term. But if Customer terminates Services before the end of the initial Order Term or any renewal Order Term, Customer must return the Equipment, and all hardware and software to Embarq within thirty (30) calendar days following such termination. If Customer does not return all Equipment, hardware, and software, Embarq will charge Customer the undepreciated list price of the unreturned hardware and software, in addition to all applicable early termination fees.

3. EARLY TERMINATION FEE. Embarq will charge Customer an early termination fee of 60% of the remaining amounts owed to Embarq under the Agreement if Customer terminates the Services before the end of the initial Order Term or any successive Order Term.

4. **SERVICE FEATURES**

4.1. **Managed Virtual Private Network (VPN) and Firewall Service Description.**

- A. Embarq will provide twenty four (24) hours a day, seven (7) days a week, 365 days per year (24x7x365) security monitoring functions to deliver managed VPNs, firewall services to Customer’s static IPs, and dynamic IPs, and the ability to successfully send and receive traffic from the internet. To provide Services, firmware and software will be loaded onto the required, qualifying equipment (“Equipment”), described below, to operate the firewall capabilities and other functionality of the Services, and will provide any required firmware patches and software upgrades. If Customer purchases Equipment and remote VPN clients, Customer will download the remote VPN client software for the appropriate personal computers or laptops from a secure Embarq web portal.

- B. Embarq will inform Customer of the maximum number of Customer access points (site-to-site and/or remote client access), remote access VPN users, and the number of remote client accesses client licenses available with the Equipment.
- C. Embarq provides Services only if the Equipment is in an Order Term, and is still covered for maintenance service by the Equipment manufacturer. Embarq may provide Services and support for Equipment beyond the Order Term, for additional recurring and nonrecurring charges.

4.2. Equipment.

- A. **Installation and Operation.** Equipment is required for the Services. Customer must purchase the Equipment from Embarq under the Agreement. Customer must furnish the necessary ancillary equipment (cables, etc.) to ensure interoperability with the Services. Embarq will ship the Equipment to Customer at the address provided by Customer with appropriate configurations to offer the Services. Embarq offers telephone technical assistance to Customer for installation. Embarq will monitor the Equipment and perform Equipment-specific trouble resolutions.
- B. **Maintenance.**
 - (1) Embarq provides break, fix and repair coordination and support on the Equipment. Equipment support costs are included in Customer's monthly recurring charges for the Services. If Equipment is not under an Order Term, Embarq will provide break, fix, and repair coordination and support as reasonably possibly under the terms of the Agreement, and may charge additional amounts to Customer for such support.
 - (2) Equipment may be upgraded by adding remote VPN clients and upgrades in Services, depending on the model of the Equipment. Customer must request that Embarq upgrade the firewall license and add remote VPN clients in five (5) unit bundles.
- C. **Service Level Agreement.**
 - (1) The Equipment is polled regularly to determine if it is accessible to Embarq to receive Services via the Internet. The Equipment will be classified as "going down" once it has missed a minimal number of cycles (three, one-minute polls). If the Equipment does not respond to several consecutive polls (under 20 minutes), Embarq will deem the Services "down". Embarq will alert Customer of this classification via email notification. Embarq will initially troubleshoot the Equipment to determine if the Equipment is operational by trying to connect with the Equipment. Embarq will send an email to a Customer-designated point of contact to determine if the Equipment has been unplugged or if Customer has lost power to the Equipment.
 - (2) If Customer's point of contact reports a problem, Embarq will acknowledge the problems and provide a trouble ticket number to Customer's point of contact via email following the report. Embarq will perform remote diagnosis and will provide Customer's point of contact with an estimated time to repair via email, with updates via the Embarq web portal.
 - (3) If Embarq determines, in its sole discretion, that Equipment must be returned to Embarq, replacement Equipment will be shipped to Customer at no cost as long as Customer is within the Order Term. If Customer has completed the Order Term, Embarq will charge Customer a one-time charge for the replacement Equipment. If Customer does not return the defective Equipment within 30 days of Embarq's notification in the original packaging, or Embarq-approved equivalent, Embarq will charge Customer for the price of the Equipment being replaced, plus any associated charges.

- (4) Any change requests, including Equipment-specific change requests, must be submitted via the Embarq web portal. Embarq will notify Customer when the change request is completed. Emergency Equipment-specific change requests may be charged an additional fee.
- (5) If Customer has 6 or more Service “down” events in 1 calendar month, each of 30 minutes or more, Customer will be classified as having excessive outages. If Customer is classified as having excessive outages, Embarq will determine if any billing adjustments are appropriate. Customer may notify Embarq of potential Service “down” issues prior to their occurrence and suspend Service “down” notifications until Customer requests reactivation of Service “down” notifications; outages that occur during this suspension period will not be counted towards the 6 outages per month limit. Equipment performance issues will not be considered an excessive outage as defined in this section.

4.3. Change Requests.

- A. Embarq allows Customer to submit an unlimited number of change requests through the Embarq web portal. Examples of configuration change requests are:
 - (1) Password resets or changes (for the Equipment)
 - (2) Password resets or changes (for Embarq web portal access)
 - (3) User modifications (add a user to the access list; delete a user; change a user’s access)
 - (4) Request rule change to access lists of the Equipment
 - (5) Add a new user with VPN client to the Equipment
 - (6) Add a new VPN tunnel
- B. A change request can include multiple types of actions (i.e., add user to the access list, delete a user and change user passwords on the firewall).
- C. Customer’s point of contact will submit change requests via the Embarq web portal. Embarq may implement Customer’s requested changes during non-maintenance windows as appropriate. If Embarq implements a change that impacts Customer during a non-maintenance window, Embarq will provide Customer advance notice, if the change is not based on a Customer request.
- D. Embarq will implement Equipment-specific change requests submitted through the Embarq web portal within 3 business days following Embarq’s receipt of the change request.

4.4. Content Filtering Service. When Customer purchases the Services, Embarq will provide standard content-filtering service. The feature and service levels for the content filtering service are defined below:

- A. The content-filtering service is currently an Internet-based list of sites, updated based on the frequency specified by the Equipment manufacturer that is categorized for Customer’s consideration to block. In addition, Embarq will support the addition, modification, or deletion of up to 100 customized URLs that will be entered into the system and blocked by the firewall. The URL changes will be handled in the same manner as a firewall rule change and will fall under the same service level agreement timeframes and guidelines. When the content filtering service is ordered, an initial set of customized URLs can be requested on the Order. Any request that would exceed the limit will be rejected and not processed with a notification to Customer.
- B. The content filtering feature is a subscription service to filter internet traffic. This feature can be enabled or disabled on the Equipment.

- C. The content filtering policy is established from the Order – standard set is provided as part of the Equipment manufacturer capability. Any change after initial setup is accomplished via a configuration change request via the Embarq web portal. Embarq will block all content filtering categories as a standard unless otherwise directed in the Order.
- D. It is the responsibility of Customer to define the filter list. Embarq may temporarily override the filtering settings in the event of an emergency or impact to Customer operations.
- E. If for any reason, the Equipment content-filtering provider changes, Embarq will automatically switch to that vendor. Any changes to their terms and conditions would constitute a change in Service.

4.5. Gateway Anti-Virus Service. When Customer purchases the Services, Embarq will provide anti-virus service. The feature and service levels for the anti-virus service are defined below:

- A. The anti-virus feature is a subscription service for gateway anti-virus, which is part of the Equipment. This feature can be enabled or disabled on each Equipment. When anti-virus is enabled, the Equipment will:
 - (1) Provide intelligent file-based virus and malicious code prevention by scanning for decompressed and compressed files containing viruses, Trojans, worms and other Internet threats over the corporate network
 - (2) Delivers protection for high threat viruses and malware by inspecting over the most common protocols used in today's networked environments, including SMTP, POP3, IMAP, HTTP, FTP, NetBIOS, instant messaging and peer-to-peer applications and dozens of other stream-based protocols
- B. If for any reason, the Equipment gateway anti-virus provider changes, Embarq will automatically switch to that vendor. Any changes to their terms and conditions would constitute a change in Service.

4.6. Intrusion Prevention Service. When a Customer purchases the Services, Embarq will provide intrusion prevention service (“IPS”). The feature and service levels for the IPS service is defined below:

- A. The IPS feature is a subscription service, which is part of the Equipment. This feature can be enabled or disabled on each Equipment. When IPS is enabled, the Equipment will:
 - (1) Provide detection and prevention of buffer overflow vulnerabilities in software, as well as various worms, Trojans, and backdoor exploits using a robust database of attack and vulnerability signatures that is dynamically updated by the product vendor as new exploits and vulnerabilities are discovered.
 - (2) Categories:
 - i. High – All events categorized by the vendor as High will be pro-actively blocked and logged by the IPS system on the Equipment.
 - ii. Medium – All events categorized by the vendor as medium will be logged and reported in the reports, but not actively blocked by the IPS system on the Equipment.
 - iii. Low – All events categorized by the vendor as low will not be blocked or logged due to the number of false positives at this level, which leads to reporting that is useless and time consuming.

- B. Embarq will work with Customer to customize the prevention and detection logging using the standard categories of signatures. Customer may select at the category level to prevent or detect high and medium events. Customer can modify these selections as often as necessary using a configuration change request. Embarq will allow active IPS blocking to be performed on items classified as High within these categories. When a category is enabled, the highs will be actively blocked and the mediums will be logged as stated above.
 - C. Embarq will provide Customer with instructions regarding how to read their daily and monthly report via the Embarq web portal.
 - D. Embarq will provide Customer with answers to an unlimited number of event questions during the first week of service.
 - E. If for any reason, the Equipment IPS service vendor changes, Embarq will automatically switch to that vendor. Any changes to their terms and conditions would constitute a change in Service.
5. **CHANGES OR UPDATES TO SERVICE.** Embarq reserves the right to make changes to Service components if such components are no longer supported. If such a change adversely affects your use of the Service, and we cannot reasonably mitigate the impact, Customer may terminate the Service without further obligation.
6. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for the manner in which it uses the Services, including the policies and procedures Customer establishes to protect the security of its data, software, computer network and all other facilities; its choice of equipment, software and online content; and all other matters related to how you access and use the Services. Customer is also responsible for compliance with the terms of this Agreement (including without limitation, Embarq's Acceptable Use Policy), and for the actions of any third parties who use the Services, with or without your permission (including without limitation their compliance with the terms of this Agreement and the Acceptable Use Policy). Customer agrees to provide us with the access and support required to allow us to implement, maintain and provide the Services. Unless expressly permitted otherwise, Customer will not resell Services, or access to Services, directly or indirectly to third parties.
7. **END USER LICENSE AGREEMENT.** Customer will comply with all terms of the following end user license agreement. Capitalized terms in the following end user license agreement are defined exclusively for this Section 7, and are not applicable to other sections of these terms and conditions and the Agreement unless specified otherwise. References to "Agreement" in the language below refer to the end user license agreement below only.

THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN YOU, AS THE SUBSCRIBER TO THE UNIFIED PROTECTION AND COMPLIANCE SERVICES FROM EMBARQ AND EMBARQ REGARDING THE USE AND PROVISIONING OF THE SERVICE AND RELATED HARDWARE, SOFTWARE, DOCUMENTATION, MATERIALS, PRODUCTS, DELIVERABLES, INTELLECTUAL PROPERTY (PATENTS, TRADEMARKS, COPYRIGHTS AND TRADE SECRETS) AND DELIVERABLES THAT ARE OWNED, LICENSED OR PROVIDED TO YOU BY EMBARQ, EITHER DIRECTLY OR INDIRECTLY, AS A PART OF THE SERVICE (THE "SERVICE(S)"). THESE TERMS GOVERN YOUR RIGHTS AND OBLIGATIONS, AND OURS, REGARDING THE USE OF THE SERVICE.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE AGREEING TO BE BOUND BY IT. IF YOU CLICK ON ANY "ACCEPT" OR "YES" BUTTON PRESENTED TO YOU, DOWNLOAD OR USE THE SOFTWARE OR DOCUMENTATION, OR OTHERWISE INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU ARE ACCEPTING THIS AGREEMENT AND WILL BE BOUND BY IT. IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, YOU SHOULD CLICK ON THE "DISAGREE/DECLINE" OR "NO" BUTTON PRESENTED TO YOU AND YOU SHOULD NOT INSTALL OR USE THE FIREWALL SERVICE.

In this agreement, "you" or "your" means the individual person accessing and using the Service and, if applicable, the corporation, partnership, person or other entity or organization that is operating the computer on which the Service will be operated. "We," "us," and "our" refers to Embarq.

This Agreement is also available on the Embarq website ("Website"). You may also receive a paper copy of this Agreement either by telephoning Embarq at the number listed on your Embarq invoice.

You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this agreement and affirm that the information you supply to us is correct and complete. You understand that Embarq relies on the information you supply and that providing false or incorrect information may result in service delays or the suspension or termination of your service. You agree to promptly notify Embarq whenever your personal or billing information changes (including for example, your name, address, telephone number, and credit card number and expiration date).

1. General. This Agreement sets forth the terms and conditions pursuant to which you may use the Service, including any and all associated software ("Software"), as it may be corrected, updated, modified, enhanced or replaced by Embarq from time to time, and any documentation provided to you by Embarq from time to time in any form or medium. The Service is the property of Embarq or its licensors, and is protected by copyright, patent and other intellectual property laws. The Service is licensed, not sold, to you for use only according to the terms of this Agreement, and Embarq and its licensors reserve all rights not expressly granted to you under this Agreement. The Service includes any additional billing and support services that Embarq online may provide in connection therewith.

This Agreement applies only to your use of the Service. If you are also an Embarq High Speed Internet access service customer, the Embarq HSI Customer Agreement shall continue to apply to your use of the Embarq HSI services covered under that agreement.

2. Grant of License. Subject to the terms and conditions of this Agreement and for so long as you have paid the subscription fees for the Service, Embarq grants you a non-exclusive, non-transferable, revocable license to: (a) install and use one copy of the Software on each computer from which you access the Service; and (b) print and use, but not further reproduce, one copy of the Documentation solely for the purpose of accessing and using the Service so long as such contains all applicable copyright notices and other proprietary notices of Embarq or its licensors, sub-contractors and/or suppliers ("Licensors").

3. License Restrictions. Except as expressly permitted in Section 2 of this Agreement you may not: (a) use, reproduce, copy, modify, adapt, translate, update or transmit the Service, in whole or in part; (b) sell, rent, lease, license, sub-license, transfer, distribute or otherwise provide access to the Service to any third party; (c) alter, remove, or cover trademarks, copyright, or other proprietary notices or legends in or on the Service; (d) decompile, disassemble, decrypt, extract or otherwise attempt or assist others to reverse engineer or derive the source code to the Software; (e) use the Service for service bureau purposes or otherwise to provide services to or for the benefit of any third party; (f) use the Software on any computer or computer system that does not meet the minimum requirements specified by Embarq from time to time; or (g) use the Software in the operation of critical data systems, such as those used for the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, patient data systems, life support machines or other equipment in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage.

4. Ownership. You acknowledge and agree that Embarq and/or its licensors own all right, title and interest in and to the Service, and that this Agreement does not grant to you any right, title or interest in or to the Service, other than the limited license granted herein. This license is not a sale of a copy of any of the Service and does not render you the owner of a copy of any portion of the Service.

5. Transfer. You may not assign this Agreement or otherwise transfer the Service without the prior written consent of Embarq.

6. **Export and Territorial Restrictions.** The Service contains encryption technology that is controlled for export by the U.S. and Canadian governments, and may be subject to import and/or use regulations in other jurisdictions. It is your responsibility to comply with laws and regulations relating to the export, import and use of the Service. You represent, warrant and covenant that you are not and will not be (i) a national of or resident of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or to persons or entities prohibited from receiving U.S. exports; (ii) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List; or (iii) a resident of any jurisdiction to which export or re-export of the Service is prohibited, including, without limitation, jurisdictions included under the Area Control List of the Exports and Imports Permit Act of Canada. You will not, in any manner whatsoever, remove, convey, export, re-export or transmit the Service in a manner that would contravene the spirit or the letter of any export law, regulations or policies in any country, including any international treaties or agreements, and you will not permit, encourage, assist or facilitate such activities by any other person or entity.

7. **Term and Termination.** This Agreement goes into effect upon your acceptance of this Agreement as set forth above and shall continue until terminated by either party as permitted by this Agreement. Billing for the Service will automatically begin upon activation of the Software. This Agreement will terminate immediately without notice from Embarq if you fail to comply with any provision of this Agreement. This Agreement will also terminate immediately without notice from Embarq: (a) upon the termination or expiration of the agreement between Embarq and its licensor pursuant to which its licensor grants to Embarq the right to provide the Service to you; (b) upon the termination of your agreement with Embarq relating to the Service; or (c) if Embarq ceases to offer you the Service. Upon any termination of this Agreement, you must immediately cease all use of the Service and destroy all copies of the Software in your possession. In addition, Embarq may immediately take such technical steps as may be necessary to bar any further use of the Service by you.

8. **United States Government.** The Software and Documentation that are part of the Service are "commercial computer software" and "commercial computer software documentation", respectively, as such terms are used in DFAR Section 227.7202 and FAR Section 12.212 (or successor regulations), as applicable. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, Embarq is providing the Service to U.S. Government end users only pursuant to the terms and conditions of this Agreement. If you are licensing the Service on behalf of a government other than the U.S. Government, then, to the extent that you operate under laws similar to those U.S. laws addressed in C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, the Services are licensed to you only pursuant to the terms and conditions of this Agreement.

9. **Limited Warranty And Disclaimer.** THE SERVICE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, NEITHER EMBARQ NOR ITS LICENSORS WARRANT THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE FREE FROM ANY DISABLING CODE, WORMS OR VIRUSES; (C) OPERATION OF THE SERVICE WILL BE UNINTERRUPTED; (D) THE SERVICE WILL BE ERROR-FREE; (E) YOU WILL ENJOY USE OF THE SERVICE WITHOUT INTERFERENCE; (F) ERRORS OR OTHER DEFECTS IN THE SERVICE WILL BE CORRECTED OR WILL BE CORRECTED WITHIN A SPECIFIC PERIOD OF TIME; (G) ELECTRONIC MAIL SENT VIA SERVICE WILL BE DELIVERED; OR (H) UNAUTHORIZED THIRD PARTIES WILL BE RESTRICTED FROM ACCESSING OR INTERFERING WITH DATA OR E-MAIL MESSAGES SENT OR RECEIVED USING THE SERVICE. EMBARQ AND ITS SUPPLIERS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND ACCURACY OF THE SERVICE IS BORNE BY YOU. BY DELIVERING SERVICES HEREUNDER, EMBARQ AND ITS LICENSORS DO NOT WARRANT THE SECURITY OF YOUR NETWORK OR COMPUTER SYSTEM FROM INVASION, ATTACK, OR DAMAGE FROM ACTS OF ANY PERSON, ENTITY OR ORGANIZATION.

10. Limitation of Liability. EMBARQ AND ITS LICENSORS' LIABILITY TO YOU WILL, IN ALL CIRCUMSTANCES, BE LIMITED TO DIRECT DAMAGES ONLY AND WILL NOT, IN THE AGGREGATE, EXCEED \$25. IN NO EVENT WILL EMBARQ OR ITS LICENSORS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), EQUITY OR ANY OTHER LEGAL THEORY (INCLUDING FUNDAMENTAL BREACH AND FAILURE OF ESSENTIAL PURPOSE) FOR ANY LOST REVENUE, LOST PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA OR OTHER ECONOMIC LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM A BREACH OF SECURITY), OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF EMBARQ OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification. You agree to indemnify, defend and hold Embarq and its Licensors and their respective officers, directors, employees, representatives and assigns ("Indemnified Person(s)") harmless for any damages, costs, liabilities and attorney's fees they incur from any claim arising from your use of the Service or any breach of this Agreement by you. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to agree to any judgment or enter into any settlement that adversely affects the rights or interests of Indemnified Person(s) without the prior written consent of the affected party. Embarq and its Licensors will give you prompt notice of all claims and to cooperate in defending against the claim.

12. Governing Law. You and Embarq agree that the substantive laws of the State of Kansas, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND EMBARQ CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN JOHNSON COUNTY, KANSAS FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Kansas laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Each of the parties hereby waive: (a) the right to trial by jury of any such suit, action or proceeding; (b) any right, claim or entitlement to any punitive or exemplary damages whatsoever; and (c) any right, claim or entitlement to participate in a class action relating to this Agreement. If the jury waiver is held to be unenforceable, you agree to binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state or local statutes, laws, or regulations. The arbitration will be conducted in accordance with the arbitration rules promulgated under the CPR Institute for Dispute Resolution's ("CPR") Rules for Non-Administered Arbitration of Business Disputes then prevailing. To the extent that the provisions of this Agreement and the prevailing rules of CPR conflict, the provisions of this Agreement will govern. The arbitrator(s) will be required to furnish, promptly upon conclusion of the arbitration, a written decision, setting out the reasons for the decision. The arbitration decision will be final and binding on you and Embarq and the decision may be enforced by either party in any court of competent jurisdiction. You will bear your expenses and an equal share of the expenses of the third arbitrator and the fees, if any, of the CPR.

13. Revisions. Embarq may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to the Website under "Terms of Service" and sending notice to you of such revisions as provided in Section 17 below. Changes to this Agreement will be effective thirty (30) days after Embarq sends the notice of the changes to you. By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and to abide by them. If you do not agree to the revision(s), you must terminate your Service prior to the revisions taking effect 30 days after Embarq sent notice to you.

14. Regulatory Compliance. In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body that causes Embarq to believe that this Agreement may be in conflict with

such rules, regulations, and orders, Embarq may terminate or modify your Service and/or this Agreement immediately without notice.

15. Confidentiality; You agree that the Service and all information connected therewith is the confidential information and property of Embarq and/or its Licensors (“Confidential Information”), that you will use Confidential Information only in connection with the Services and as provided hereunder and that you will protect the confidentiality thereof using efforts at least equivalent to that of reasonable care.

16. Entire Agreement; Amendment; Waiver; Severability; Survival. This Agreement is the entire agreement between Embarq and you with respect to the Service and supersedes all prior or contemporaneous oral or written agreements, communications, proposals, representations and warranties, and prevails over any conflicting or additional terms of any quote, order, acknowledgment, purchase order or other communication between the parties relating to its subject matter. No waiver of this Agreement will be binding unless in writing and signed by a duly authorized representative of the party or parties hereto that will be bound by it. If any provision of this Agreement is found to be invalid or unenforceable by a court having jurisdiction, such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. Sections 1, 4, 7, 9, 10, 11, 15 and 16 of this Agreement, and such other provisions as are necessary for the interpretation thereof will survive expiration or termination of this Agreement.

17. Notices. Embarq may provide you notice as required under this Agreement in at least one of the following ways: e-mail to an address provided by you, postcard or letter mailed to the most recent address on your account, bill message, bill insert, or calling your billed telephone number and speaking to you or leaving a message.

18. Third Party Beneficiaries. All license grants, restrictions on licenses, disclaimers, limitation of liability and other relevant terms in this Agreement also apply to Embarq’s Licensors, as third party beneficiaries of this Agreement.