

**EMBARQ MPLS VPN AND
EMBARQ C.I. MPLS VPN
SERVICES ANNEX**

The following terms and conditions, together with the applicable Embarq cover agreement and the Embarq Standard Terms and Conditions for Communication Services (collectively, the “Agreement”) will govern the local Embarq operating company’s and Embarq Communications, Inc.’s provisioning and Customer’s use of EMBARQ MPLS VPN and EMBARQ C.I. MPLS VPN services (collectively, the “Services”) specified in the Agreement.

- 1. SERVICE DESCRIPTION.** The Services are network-based services that provide customers with a cost effective, secure IP virtual private network (“VPN”) enabling any-to-any Intranet connectivity and a private means by which to connect their enterprise sites. EMBARQ MPLS VPN service is provided by a local Embarq operating company within its service territory. EMBARQ C.I. MPLS VPN is provided by Embarq Communications, Inc. to customer locations outside of Embarq’s local operating territories.
- 2. ORDER TERM.** The initial 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. At the end of the initial Order Term, the Services will renew on a month-to-month basis. Either party may terminate 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.
- 3. EMBARQ MPLS VPN SERVICE.**
 - 3.1. Primary Service Components.** Embarq charges Customer a Non-Recurring Charge (“NRC”) and a Monthly Recurring Charge (“MRC”) for EMBARQ MPLS VPN Service. The primary service components included in the Service are as follows:
 - A. Access.** Access is the method by which Customer’s site is physically connected to the Embarq Port. Customer must select one of the following access methods: (1) EMBARQ Dedicated Access, or (2) EMBARQ Ethernet Access.
 - B. Port.** The Port is the physical entrance to the Embarq network. The NRC and MRC include the sub-elements or configurable attributes to the Port specified in the Network Design Document and EMBARQ MPLS VPN Order (e.g. Port speed, link protocol, routing protocol, VRF policy, and Class of Service.)
 - 3.2. Router.** A qualifying router is required for the Services. Customer may elect to purchase the router from Embarq or provide its own router. Unless Customer has separately contracted with Embarq to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. In addition, if Customer elects not to obtain a router from Embarq, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services:
 - 3.3. EMBARQ MPLS VPN Service and CPE Bundle.**
 - C.** Customers purchasing EMBARQ MPLS VPN Services with EMBARQ Dedicated Access in the following speeds are eligible for the CPE Bundle: 1.5M (T1) and all NxT1 speeds.
 - D.** The MRC for the CPE Bundle includes the Access and Port described in Section 3.1 above, plus the following Router Package:
 - (1) Adtran Router Package.** The Adtran Router Package includes Adtran Netvanta 3400 or 4300 Series router, T1/Fractional T1 Network Interface

Module, AC Power Cord, and Centurion Maintenance service (Standard Plan) for the Order Term. Customer's purchase of the Adtran Router Package with Centurion maintenance service is subject to Embarq's Equipment Sales Product Annex and Embarq Centurion Maintenance Service Annex posted at www.embarq.com/ratesandconditions on the Effective Date and incorporated into the Agreement by this reference.

- (2) **Cisco Router Package.** The Cisco Router Package includes Cisco 2800 or 3800 Series router, 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 Module, AC Power Cord, and Centurion Maintenance service (Standard Plan) for the Order Term. Customer's purchase of the Cisco Router Package with Centurion maintenance service is subject to Embarq's Equipment Sales Product Annex and Embarq Centurion Maintenance Service Annex posted at www.embarq.com/ratesandconditions on the Effective Date and incorporated into the Agreement by this reference.

C. Early Termination Liability for Bundles.

- (1) If Customer terminates the Port or Access before expiration of the Agreement, Embarq will charge Customer an early termination liability as described in the Standard Terms and Conditions for Communications Services, posted at www.embarq.com/ratesandconditions. A value of \$0.00 in an NRC column of the Agreement indicates that the NRC was "waived". If \$0.00 is followed by the list rate in a parenthetical, the charge is considered to be a waived installation charge for purposes of calculating early termination liability.
- (2) If Customer terminates the Router Package before expiration of the Agreement, Embarq will charge Customer a prorated amount of the list price of the router plus \$200.00 waived installation fee.

4. EMBARQ C.I. MPLS VPN SERVICE.

4.1. Primary Service Component.

- A. Embarq charges Customer an NRC and a MRC for each Port into the Embarq network which is the physical entrance to the network. The NRC and MRC include the sub-elements or configurable attributes to the Port specified in the Network Design Document and Port Order (e.g. Port speed, link protocol, routing protocol, VRF policy, and Class of Service.)

4.2. Additional Required Components. The Services also require Customer to have the following:

- B. **Access.** Dedicated local access is required for the Services. Customer may purchase Embarq-provided local access facilities, which will be provided under separate agreement with Embarq, or Customer may provide its own local access facilities.
- C. **Router.** A qualifying router is required for the Services. Customer may elect to purchase the router from Embarq or provide its own router. Unless Customer has separately contracted with Embarq to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. In addition, if Customer elects not to obtain a

router from Embarq, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.

5. ADDITIONAL TERMS AND CONDITIONS FOR PORTS AND ACCESS.

5.1. Port Upgrades. Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.

5.2. Availability. Access and Ports are subject to availability of Embarq's capacity for Customer's bandwidth requirements. Install dates will vary based on capacity.

6. NETWORK MONITORING. As part of the Services, Embarq provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year. Customer may elect to purchase proactive Monitoring and Utilization Report services for an additional MRC.