

**EMBARQ DEDICATED INTERNET ACCESS AND
EMBARQ C.I. DEDICATED INTERNET ACCESS
SERVICE ANNEX**

The following terms and conditions, together with the Embarq Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) and the applicable Embarq cover agreement, (collectively, the “Agreement”) will govern Customer’s use of EMBARQ™ Dedicated Internet Access (“Services”) and provision of the Services by the applicable Embarq local operating company in its local service territories and, as applicable, by Embarq Communications, Inc. at Customer locations outside Embarq local service territories. Embarq local operating companies and their respective operating territories are listed at www.embarq.com/ratesandconditions. Embarq local operating companies and Embarq Communications, Inc. are collectively referred to here as “Embarq.”

- 1. Order Term.** The initial Order Term for the Services will be stated in the Order and will begin when Services are installed and available to Customer. Services are available in Order Terms of 24, 36, 48 and 60 months.
- 2. Services Description.**
 - 2.1.** Embarq sells bandwidth, not speed. Customer can connect a Local Area Network (LAN) with multiple workstations to a circuit and use the available bandwidth to connect to the Internet. Customer will be able to use the bandwidth over time with multiple workstations. The usage of the bandwidth can be monitored through a Value Added Service referred to as Proactive Monitoring and Utilization reporting. Please contact your Embarq Account Representative for details on this service.
 - 2.2.** Dedicated Internet Access provides Customer with access to the Internet through a connection into a router or switch. The primary service components for the Services are a Port and Customer Access. Embarq will charge Customer a Monthly Recurring Charge (“MRC”) and a Non-Recurring Charge (“NRC”) for the Service.
 - 2.3. Port.**
 - A.** A Port is the physical entrance to the network.
 - B. Port Upgrades.** Customer may upgrade an existing Port before a Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (A) is installed at the same location as the replaced Port; (B) is installed within 10 days after the replaced Port is disconnected; (C) has an Term equal to or greater than the remaining Term of the replaced Port, subject to a one year minimum; and (D) has greater Port bandwidth than the replaced Port.
 - C. Additional Port Terms and Conditions.** Ports are subject to availability of capacity depending on customer bandwidth requirements and install date will vary based on capacity.
 - 2.4. Customer Access.**
 - A.** Customer must select Frame Relay, Ethernet, ATM or private line connection from Customer's premises directly to a Regional Point of Presence before the Services can be installed.
 - B. Dedicated Internet Access via Frame Relay.** Frame Relay is a fast packet network that permits the transmission of data at speeds of 56/64 Kbps up to 44.210 Mbps using Permanent Virtual Circuits (“PVCs”). Customer may allocate circuit bandwidth to applications as needed, rather than assigned, fixed channels. PVCs are end-to-end, bi-directional, and logical channels that connect ports on a frame relay switch or between frame relay switches. Separate PVCs must be established to each location to which Customer desires to transmit data. PVC channels are virtual channels that are established in software tables and do not tie up facilities when not in use. Customer must purchase Frame Relay service from the Customer's premises directly to an Embarq regional point of presence before the Services can be installed. Customer terminal equipment is

required. This equipment, described in more detail below, must be purchased separately from Frame Relay service and must conform to accepted service standards prescribed by Embarq.

- C. **Dedicated Internet Access via Ethernet.** Ethernet service is a standards-based high-speed packet transport service using a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. Ethernet service delivers access from Customer's LAN to the shared the Services network. Ethernet service protects data privacy by using specialized screening software, which permits subscribers to access only their data. Ethernet service is offered for local and intraLATA use where Embarq facilities exist.
- D. **Dedicated Internet Access via ATM.** Asynchronous Transfer Mode (ATM) Service is a high speed, connection-oriented service. ATM Service support a broad range of applications including video, image, audio, high-speed data and multimedia. ATM Service is also designed to provide connectivity among different customer locations. ATM Service provides for sequence preserving, connection-oriented transfer of ATM cells between source and destination sites. Access from customer locations will be provided at an OC3 level with a maximum line rate (Access Port speed less ATM overhead) of 144 Mbps. ATM Service provides simultaneous support for both "bursty" traffic and constant bit rate applications. The specific ATM applications are established by Customer's premise equipment. ATM Service will be based on a Virtual Path (VP). No dynamic connection establishment or tear down is associated with a VP ATM. With VP ATM Service connections are permanent and are established through a provisioning process. A VP is assigned as an end-to-end circuit. VPs are established at the time Customer subscribes to ATM Service. Thus, the communications path between end points is pre-established, and no connection set-up procedures are required. ATM Virtual Paths are classified as Virtual Path connection (VPCs) or Virtual Channel Connections (VCCs).
- E. **Dedicated Internet Access via private line.** EMBARQ TransLink (T1) is a high-quality digital, private line service providing connectivity for businesses with bandwidth requirements of up to 1.544M. EMBARQ LightLink (Digital Signal Level 3 or DS3) is a private-line, point-to-point or multi-point service typically provided over fiber optic transmission facilities. It provides the functionality of multiple lines over one facility with an aggregate speed of up to 45M.

3. **Customer Premise Equipment ("CPE").** CPE is required for the Services. Customer may elect to purchase CPE from Embarq or provide its own CPE. CPE includes, but is not limited to the following:

- 3.1. **Channel Service Unit/ Digital Service Unit ("CSU/DSU").** Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Embarq-certified to be used with the Services.
- 3.2. **Routers or Switches.** Unless Customer has separately contracted with Embarq to provide additional support services or is purchasing as part of a bundle described in Section 4 below, Customer is fully responsible for the router or switch, including configuration, maintenance, and management. If Customer elects not to obtain a router or switch from Embarq, Customer must furnish the necessary ancillary equipment (cables, software, etc.) to ensure interoperability with the Services.

4. **Embarq Dedicated Internet Access Bundles.**

- 4.1. **Charges.** If Customer is purchasing a bundle, the MRC includes the MRC for the components of the bundle.
- 4.2. **Eligibility.**
 - A. The following customers are eligible to purchase a bundle:

- (1) Customers purchasing Embarq Dedicated Internet Access from an Embarq local operating company within its local service territory with the following Access: Frame Relay 1.5 or 3.0 or Ethernet 5 or 10 Mb.
- (2) Customers purchasing Embarq C.I. Dedicated Internet Access from Embarq Communications, Inc. within the Orlando, FL, metropolitan area with the following Access: Frame Relay 1.5 or 3.0 or Ethernet 5 or 10 Mb.

B. A two-year Term is required for a bundle.

4.3. Bundle Components.

A. A bundle includes Embarq Dedicated Internet Access with the Access described below and a CPE Package.

B. CPE Package.

(1) **Embarq 1.5 and Embarq 3.0 Frame Relay Dedicated Internet Bundles.** A CPE Package is not required but if Customer selects the bundle with CPE, Customer may choose from one of the following router packages:

(a) **Cisco Router Package.** The Cisco Router Package includes Cisco 2811 Series Router, T1/Fractional T1 V2 CSU/DSU WAN Interface Card, Cisco Cable AC Power Cord, and Embarq Centurion Maintenance service (Extended Plan) for the Term of the Agreement. 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, each posted at www.embarq.com/ratesandconditions on the Effective Date and incorporated into the Agreement by this reference.

(b) **Adtran Router Package.** The Adtran Router Package includes Adtran Netvanta 3430 router, T1/Fractional T1 Network Interface Module, AC Power Cord, and Embarq Centurion Maintenance Service (Extended Plan) for the Term of the Agreement. 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, each posted at www.embarq.com/ratesandconditions on the Effective Date and incorporated into the Agreement by this reference.

(2) **Embarq Ethernet 5 or 10 MB Bundles.** The Embarq Ethernet 5 or 10 MB Bundles includes a CPE Package. Customer may choose from one of the following switch packages:

(a) **Cisco Switch Package.** The Cisco Switch Package includes Cisco 3560-8 switch, two 14' patch cables, a surge protector and Embarq Centurion Maintenance service (Extended Plan) for the Term of the Agreement. Customer's purchase of the Cisco Switch Package with Centurion maintenance service is subject to Embarq's Equipment Sales Product Annex and Embarq Centurion Maintenance Service Annex, each posted at www.embarq.com/ratesandconditions on the Effective Date and incorporated into the Agreement by this reference.

(b) **Adtran Switch Package.** The Adtran Switch Package includes Adtran 3448 switch two 14' patch cables, a surge protector and Embarq Centurion Maintenance Service (Extended Plan) for the Term of the Agreement. Customer's purchase of the Adtran Switch Package with Centurion maintenance service is subject to Embarq's Equipment Sales Product Annex and Embarq Centurion Maintenance Service Annex,

each posted at www.embarq.com/ratesandconditions on the Effective Date and incorporated into the Agreement by this reference.

4.4. Early Termination Liability for Bundles.

- A. If Customer terminates any component of a bundle before expiration of the Agreement, Embarq will charge Customer an early termination liability for the Service as described in the Embarq Standard Terms and Conditions for Communications Services, posted at www.embarq.com/ratesandconditions, as applicable. 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 Service installation charge for purposes of calculating early termination liability.
- B. If Customer terminates the CPE Package before expiration of the Agreement, Embarq will charge Customer a prorated amount of the list price of the router or switch plus any waived installation fee.

5. Available Product Features.

5.1. IP Address Assignment and Registration. Embarq assigns IP addresses through the American Registry for Internet Numbers ("ARIN"). IP addresses are not portable unless provided to Customer directly by ARIN. Embarq will assign Customer the number of addresses Customer projects it will require for its end-users within three months after installation of Embarq Dedicated Internet Access. Additional assignments will be made upon request. Unless otherwise specified, the standard minimum number of 8 IP addresses will be provided (6 of which will be useable).

5.2. IP Address Ownership and Portability. Embarq retains control of all IP addresses issued to Customer's end-users. Upon cancellation of the Services or termination of the Agreement, all IP addresses assigned by Embarq will be disabled.

5.3. DNS Services.

- A. All customers are required to have at least one unique domain name registered with an ICANN-approved registrar. Customer is responsible for paying all domain name fees assessed by registrars.
- B. Domain Name Servers ("DNS") translate domain names (such as www.Embarq.com) to numeric IP addresses and IP Addresses to domain names. Prior to establishing Internet service, Customer must decide how DNS will be provided and assure that DNS has been implemented for the registered domain.
- C. Upon Customer's request, Embarq will provide Customer free primary and secondary DNS for up to five domain names. Additional domains may be available at the then current additional charge, under Section 9 below.

6. Invoicing. MRCs are billed in advance for all Services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service.

7. 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 additional Proactive Monitoring and Utilization Report service as described in Section 9 below.

8. Value Added Services. Customer's use of optional Dedicated Internet Access Valued Added Services (the "Value Added Services") specified in the applicable order ("Order") is described in this section.

8.1. Availability of Value Added Services. Embarq offers Value Added Services only at those Customer locations or sites where Customer has purchased Embarq Dedicated Internet Access or Embarq C.I. Dedicated Internet Access service.

8.2. Order Term. The initial Order Term for Value Added Services is stated in the Order and begins on the first day of the billing month after the Value Added Services are installed and available to Customer. Either party may terminate the Order without termination liability by providing the

other party 30 days' prior written notice. Customer's termination of Dedicated Internet Access service will result in immediate and simultaneous termination of Value Added Services.

8.3. Value Added Services.

A. Domain Name Services (DNS). Embarq offers additional Primary and Secondary DNS as Value Added Services.

- (1) **Primary DNS.** Embarq records translations between Customer's domain names and IP addresses on its DNS servers and offers its DNS servers as the primary source for that information with ARIN and the relevant domain name registry.
- (2) **Secondary DNS.** Embarq records translations between Customer's domain names and IP addresses on its DNS servers and offers its DNS servers as a backup source for that information in the event the primary DNS is inaccessible.

B. Internet Electronic Mail.

- (1) **Mailboxes.** Customer may purchase e-mail accounts in increments of 10 or 25 mailboxes.
- (2) **SMTP E-Mail Forwarding.** Customer may forward e-mail from an Embarq-provided mailbox to another mailbox of its choosing.
- (3) **E-Mail Auto Response.** This service allows Customers to automatically provide a generic response to incoming messages on specified e-mail addresses.

C. Web Hosting Service.

- (1) Web hosting enables Customer to utilize a secured partition of a server to host applications or content that will be accessible to Internet end-users. Embarq will provide full service management of the network, the servers and the application environment for the Web Hosting Service. Customer will provide and manage its content.
- (2) Basic Features of the Web Hosting Service

Feature	Small Package	Medium Package	Large Package
Disk Storage Space	20MB	50MB	100MB
Data Transfer per Month	1GB	2GB	5GB
CGI Script Support	Customer has own scripts directory	Package with basic business applications and database capabilities	Package with basic business applications and database capabilities
Backup	Weekly	Weekly	Daily
Remote File Access	FTP	FTP	FTP

(3) **Web Hosting Feature Descriptions.**

- (a) **Disk Storage Space.** Disk storage space refers to the amount of server disk storage specifically allocated to Customer's account. This space is used to store HTML files, graphics, audio clips, POP mail messages and other files that make up Customer's website, as well as the contents of their FTP and script directories. Each of Embarq's Web Hosting Packages includes a specified allotment of disk storage space. Embarq will charge Customer a

non recurring charge and monthly recurring charge depending on the package selected by Customer.

(b) Data Transfer per Month. This is the amount of outbound traffic from a web site, with the exception of e-mail. The table above includes the specific allotment of free data transfer for each package. Embarq will assess overage charges (per MB) to Customer on a monthly basis.

(c) Common Gateway Interface (CGI) Script Support. CGI is a specification or set of rules that describes how a web server communicates with an application. CGI scripts may be used to accomplish interactive tasks that are not supported by basic HTML. Customers will have access to a personal local directory in which they can place their own custom CGI scripts.

(d) Remote File Access. Customers have access to their account via FTP to set up and maintain their website. Customers can work on HTML documents, graphics and scripts locally and then upload files to the website when ready.

(4) Proactive Monitoring and Utilization Reports. Embarq offers 24x7 proactive monitoring of Embarq-provided Dedicated IP circuits to ensure service availability, along with utilization reports to assess overall network performance. Embarq offers a web-based interface for Customer to access its reports.

8.4. Supplemental Limitation of Liability. In addition to other limitations of liability in the Agreement, Embarq will not be liable for:

- A.** amounts due to Customer from third parties to whom Customer sells its own products or services using the Value Added Services; or
- B.** credit card verifications or authorizations made through the Value Added Services (unless made by Embarq).

9. McAfee Total Protection Service – Advanced. Upon request, Embarq will provide at no charge four licenses to the *McAfee Total Protection Service – Advanced* service to customers purchasing an Embarq Dedicated Internet Access Bundle. Additional licenses or other McAfee security services are available for an additional charge. Contact your Embarq Account Representative for details.