

EMBARQ MANAGED NETWORK SERVICES ANNEX

The following terms and conditions, including Exhibits A and B, together with the applicable Embarq cover agreement and Standard Terms and Conditions for Communications Services (collectively, the "Agreement") govern Embarq's provision of Managed Network Services ("Services") to Customer as specified in the purchase order, service order, Scope of Work or other Embarq ordering document, as applicable, ("Order"). Services include the services described in this annex, but do not include any transport services that will be used with the Services. When attached to the applicable cover agreement, this product annex supersedes the version posted at www.embarq.com/ratesandconditions/ .

1. **TERM.** The initial Order term for Services ("Initial Order Term") will be stated on the Order. The minimum Initial Order Term is 1 year. The Initial Order Term will begin on the first day of the month following the date the Services are installed and available. AFTER THE INITIAL ORDER TERM EXPIRES, IT WILL AUTOMATICALLY EXTEND FOR SUCCESSIVE 1-YEAR PERIODS, UNLESS 60 DAYS BEFORE THE END OF THE INITIAL ORDER TERM OR EACH EXTENSION: (A) CUSTOMER OR EMBARQ PROVIDES WRITTEN NOTICE TO THE OTHER PARTY CANCELING THE EXTENSION; OR (B) CUSTOMER SIGNS A NEW ORDER FOR SERVICES THAT HAS A TERM OF AT LEAST 1 YEAR.
2. **MANAGED NETWORK SERVICES OFFERINGS.** Customer may select the **Monitoring Services Package** or the **Comprehensive Managed Services Package**, plus any of the Optional Services described in Section 9.
3. **MONITORING SERVICES PACKAGE.**
 - 3.1. **Monitoring and Fault Management.**
 - A. **Data (Router, Switch, and Hub) Equipment.** Embarq will monitor the overall integrity of Customer's network by collecting status information to verify that devices are communicating with other devices in the network on a 24 hours per day, 7 days per week ("24 x 7") basis.
 - B. **Links.** Embarq will monitor the link between end-station devices (router, switch, etc.) on a 24 x 7 basis.
 - 3.2. **Notification.** If a failure occurs, Embarq will use commercially reasonable efforts to notify Customer within 30 minutes of the event and initiate corrective maintenance processes.
 - 3.3. **Customer Contact.** Customer contact procedures will be established during implementation of the Services and will be included in Embarq's individual site records for managed devices.
4. **COMPREHENSIVE MANAGED SERVICES PACKAGE.** In addition to all of the services in the Monitoring Services Package described above, Embarq will provide to customers who purchase the Comprehensive Managed Services package the following:
 - 4.1. **Software Update/ New Release Level Service.**
 - A. Customer must purchase any software licenses and prerequisite hardware required by the manufacturer before Embarq will perform any upgrades.

- B.** Embarq will track and test software releases provided by the manufacturer of devices covered by this annex and upgrade the devices to the new software revision levels.
- C.** As part of the Services, Embarq will provide one major release level installation upgrade per year. If two or more major releases per year are available from the manufacturer, Embarq will implement additional releases at Customer's request on a Time and Material ("T&M") basis or in accordance with a separate contract for services. Embarq defines a major release as a release of software that provides additional software features and/or functions, commonly referred to as upgrades.
- D.** Software upgrades may be requested in writing by Customer or may be recommended by Embarq to keep Customer's software at vendor supported version levels. All required fixes to address known problems in Customer's IP telephony network will be provided by Embarq as required.
- E.** If Embarq and Customer cannot agree as to whether an update or patch is necessary to correct an issue, the parties will follow the manufacturer's recommendation.
- F.** Embarq will charge Customer on a T&M basis to perform other services required to resolve a service related issue.

4.2. Configuration Management Services.

A. Data Equipment (Router, Switch and Hub).

- (1)** At Customer's request, Embarq will provide configuration changes to support tuning, optimization, normal growth and upgrades to the network.
- (2)** Change requests should be submitted to Embarq in writing at least 7 calendar days before the due date. Emergency change requests will be handled on a case-by-case basis. Embarq's work ticket will serve as the official record of change requests if not initiated in writing by Customer.
- (3)** Network wide configuration changes or changes associated with the addition of network devices not provided to Customer by Embarq are not included as part of the Configuration Management Services. Examples of network wide configuration changes include the addition of a LAN protocol to the network, network wide addressing changes, or changes of routing protocol types. Such network wide configuration changes may be performed on a T&M basis or under a separate contract for services following a mutually agreed Scope of Work.
- (4)** Embarq will collect and maintain electronic back-up copies of all node configurations in the Embarq data center. Certain limitations may apply based on equipment type or Customer's business requirements.

- B. Named Engineer.** Embarq will assign to customers receiving the Comprehensive Managed Services package a named engineer and a backup engineer to serve as the primary contact for technical issues related to the Services provided. The named

engineer is responsible for performing network audits that ensure optimal performance. The named engineer also makes recommendations related to hardware and/or software updates and the overall health of the network. The EMBARQ Customer Data Services Operations Center serves as the primary contact for alarms and normal service activation activities. However, the named engineer may be engaged, as required, for Tier III technical escalations or general consulting assistance. The named engineer will also participate in scheduled service performance meetings.

5. MONTHLY FAULT MANAGEMENT REPORTS. For both the Monitoring Services package and the Comprehensive Managed Services package, Embarq will provide the following reports:

5.1. All Equipment.

- A.** Embarq will provide performance and fault reports to assess the overall operational performance of the network. The reports are available by logging into a server managed by Embarq through a web-based interface (browser application).
- B.** Embarq will provide a monthly report detailing the alarms received during the report period. The report will include alarm date and time, customer notification date and time, and clearing details (date, time, trouble disposition). Embarq will send reports to Customer's designated representatives in electronic format.

5.2. Data Equipment (Routers, Switch and Hub). Embarq will provide the following reports:

- A.** Traffic Statistics for Wide Area Network (WAN) interfaces; and
- B.** Device memory utilization.

5.3. Dedicated IP. Embarq will provide performance and fault reports to assess the overall operational performance of the network. The reports are available by logging into a secure server managed by Embarq through a Web-based interface (browser application).

5.4. Statistics. Embarq will provide statistics in a variety of reporting ranges including WAN Link bandwidth utilization reports, Bits In/Out, Bytes In/Out, Latency, Peak Usage Availability, BECN – BECN In %, Bandwidth In/Out and FECN.

6. CUSTOMER RESPONSIBILITIES.

6.1. Dedicated Management Link (“DML”). Customer will provide at Customer's own expense a 56kbs Dedicated Management Link DML to enable access to the network by Embarq's MNS service center. If requested, Customer will supply a router (for each DML), per Embarq specifications, to perform the required protocol translation. The Wide Area Interface is typically Frame Relay.

6.2. PBX/ IP Telephony PBX. Customer will enable access to the network by Embarq's MNS service center via Internet VPN tunneling with Customer's data CPE or provide at Customer's own expense dedicated 56 Kbps private line circuit or have a standard measured business telephone line installed with a site event buffer for out-of-band management of the Equipment at each site.

- 6.3. Out-of-Band Access for Comprehensive Managed Services Package Customers.** Customer will provide at Customer's own expense, a standard measured business telephone line installed with modem for out-of-band management of the equipment at each site. This dedicated measured business line must remain in service for as long as Embarq manages the Equipment; and provide full and free access to any equipment necessary to provide the Services.

7. DELIVERY.

- 7.1. Delivery Date.** All delivery dates are approximate and are based on current lead-times. Embarq will use commercially reasonable efforts to deliver, or cause to be delivered, the Services by the delivery date specified in the Order.

7.2. Customer-Requested Delay.

- A.** Customer may request 1 delay in the delivery date of the Services set forth in the Order ("Original Delivery Date") if: (1) the delay does not exceed 30 calendar days from the Original Delivery Date; (2) Embarq receives Customer's written request for the delay at least 10 days before the Original Delivery Date; and (3) Customer pays any additional charges resulting from the delay.
- B.** If Customer delays delivery more than 30 calendar days from the Original Delivery Date, Embarq will invoice Customer for Services charges beginning 30 days from the Original Delivery Date.
- C.** If Embarq receives Customer's written notice to cancel the affected Services on or before the 30th calendar day from the Original Delivery Date, Customer will pay Embarq any applicable cancellation charges.
- D.** If Customer delays or interrupts an installation after Embarq has arrived to perform a scheduled installation, Embarq may charge Customer a rework charge for each rescheduled installation call in accordance with Embarq's then-current list pricing.

8. OTHER SERVICES.

- 8.1. Single Point of Contact.** Embarq's MNS service center provides a single point of contact for troubles associated with the Services on a 24 x 7 basis.

- 8.2. Trouble Ticket Handling.** A trouble ticket number from Embarq's automated ticketing system will be provided to Customer's help desk that reports the trouble. For each trouble report, we will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Embarq will not close a trouble ticket until the problem has been corrected.

- 8.3. Backup Dial-in Network Management Access.** If Embarq's network management system cannot access a device via the in-band portion of Customer's transport link, a technician will dial in to the modem port of the affected device. The technician will then be able to check the device and its ports for trouble. Embarq will provide a modem to each device managed by Embarq. Customer will provide a telephone line for the backup, dial-in network management access as specified in Section 6.

- 8.4. Network Support.** Telephone support for network outages is available through Embarq's MNS service center on a 24 x 7 basis.
- 8.5. Dial-in Diagnostics.** Dial-in diagnostics are available on a 24 x 7 basis. A technician from Embarq's MNS service center can dial in to Customer's network to help diagnose and correct problems.
- 9. Optional Services.** The following optional services may be provided by Embarq for an additional fee if outlined in the Optional Services Listing in Exhibit B, which is incorporated into the Agreement.
- A. Third Party Coordination.** Embarq's MNS service center provides a single point of contact for troubles associated with the Services on a 24 x 7 basis. Upon receipt of a Customer-signed Letter of Agency, Embarq will prepare a "Methods of Engagement" prior to implementation of the Services to outline mutual understandings between Embarq and Customer's designated representative.
 - B. Traffic Reporting.**
 - (1)** Traffic Studies reporting provides Customer with reports on trunk utilization, grade of service and required trunking. Customer may choose Standard or Advanced Traffic Reporting:
 - (a)** Standard Traffic Reporting traffic studies for all PBX's based on trunk route traffic and for Cisco Call Manager based on Call Maintenance Records ("CMR").
 - (b)** Advanced Traffic Reporting is only for the Nortel Meridian 1 and provides trunk route traffic, attendant console statistics and CPU usage as well as many other detailed statistics provided by Nortel.
 - (2)** Reporting information is available on a 24 x 7 basis.
 - C. Custom Help Desk Option.** Embarq's Custom Help Desk option provides Customer with Level I support. Services can be customized following the creation of a mutually agreed to Scope of Work. Embarq's Help Desk will generate weekly and monthly reports and distribute to Customer's contacts. The reports will categorize problems by type and resolution and/or provide information on other statistics as specified by Customer.
- 10. ENGINEERING CHANGES.** Embarq will manage and install all engineering changes on the Equipment as required by Embarq.

EXHIBIT A

MANAGED EQUIPMENT AND DML LISTING

Account Manager _____

Contract # _____

Managed Network Services Category of Service _____

MANAGED EQUIPMENT or ELEMENT

Street Address	City, State & Zip	Make/ Model Number	Service Activation Fee	Monthly Service Fee	Monitoring Package or Comprehensive Managed Services Package	Qty.

Package	Qty	Price
Monitoring Service Package		
Comprehensive Managed Service Package		
TOTAL		

DML LISTING

Address where DML will be located at:
Speed of DML:

EXHIBIT B

**MANAGED NETWORK SERVICES
OPTIONAL SERVICES LISTING**

Account Manager _____

Contract # _____

Managed Network Services Package
(Monitoring Service or Comprehensive Managed Services) _____

Optional Services:

_____ Third Party Coordination

_____ Telephone Cost Allocation and Standard Traffic Reporting

_____ Telephone Cost Allocation and Advanced Traffic Reporting

_____ Custom Help Desk / Help Desk Reporting

Street Address	City, State & Zip	Make Model Number	Service Activation Fee	Monthly Service Fee	Qty.	Phone Qty.

Price: _____