



## Installation/Labor, Safety Compliance, and CPE Maintenance Service Terms and Conditions

These Installation/Labor, Safety Compliance, and CPE Maintenance Service Terms and Conditions govern Qwest Interprise America Inc.'s installation, maintenance, and other labor provided to its customers. These Terms and Conditions will not be effective unless and until Customer and Qwest have executed a **Qwest CPE Agreement**. Capitalized terms will have the definitions assigned to them in such Qwest CPE Agreement, unless any such term is defined herein.

### 1. Installation and Labor Conditions.

1.1 To the extent that Qwest provides installation or labor hereunder, Customer will provide access to Qwest and/or its applicable affiliates, subcontractors and vendors performing such work. All station cable, riser cable, distribution and feeder cable will be tested and identified by Customer at the main and any intermediate distribution frame(s) when Customer provides inside wiring. All telephone and data jacks will be labeled properly and a corresponding floor plan will be provided to Qwest by Customer. Any additional work required by Qwest due to improper or inadequate cable or labeling will be charged at Qwest's standard rates for material and regular time and overtime, as applicable. Upon request by Qwest, Customer will provide a detailed floor plan showing the location of each piece of existing equipment and the desired mounting location for any new equipment and/or power supply with the understanding that changes to the floor plan after submission to Qwest may result in additional charges.

1.2 Qwest assumes no responsibility for the operation of data, radio control, paging, alarm or other circuits, which are not modified or installed pursuant to a Purchase Order. Additionally, unless otherwise agreed to in a Purchase Order, Qwest will not gather or input End User station database or routing and addressing information. Customer is responsible for meeting all physical and environmental site standards and requirements of the CPE manufacturer and of Qwest for installation and/or operation, as appropriate, of equipment installed or serviced by Qwest under the Agreement. In the event Customer's failure to meet these requirements results in installation delays encountered by Qwest after arrival at the Customer's site, Customer will be billed for reasonable costs, including costs associated with rescheduling of installation, incurred by Qwest as a result of the installation delay. Additionally, if Customer requests that an order be expedited and Qwest incurs additional costs as a result from the CPE provider, installation vendors, etc., such costs will be passed on to Customer.

2. **Safety Compliance.** Qwest and Customer will adhere to all applicable health, safety and environmental laws, rules and regulations, including the Occupational Safety and Health Administration's and the Environmental Protection Agency's rules and regulations (collectively, "Safety Regulations"). Qwest will not work in any area where a Hazardous Substance is present. "Hazardous Substance" means a substance regulated by any Safety Regulation and includes, but is not limited to, asbestos. Qwest may work in an area containing nonfriable asbestos if Qwest determines, in its sole judgment, that the work will not disturb or cause the asbestos to become friable. Customer is responsible for informing Qwest of the existence, location and condition of any Hazardous Substances that may be in or around the Qwest work area. Customer will indemnify and hold Qwest harmless from any fines or other liability of Qwest arising from Customer's failure to inform Qwest of Hazardous Substances. Qwest may, without affecting Customer's informational duties and indemnification, suspend work from the time it reasonably identifies areas where Hazardous Substances may be present until the work area is in compliance with all applicable Safety Regulations. Any such suspension is not a default of the Agreement, and any delays from the suspension may result in a similar delay in work completion, without penalty to Qwest. If the parties cannot agree whether Qwest's work can be performed through completion without a violation of Safety Regulations, or cannot agree to payment of added costs, if any, either party may terminate the Qwest CPE Agreement without penalty. Such termination will not affect Customer's obligation to pay for products and services provided by Qwest prior to the effective date of termination.

### 3. CPE Maintenance Service Terms and Conditions.

3.1 CPE Maintenance Services Provided. Qwest agrees to maintain the CPE listed in the maintenance portion of a Purchase Order, including any embedded software, in accordance with the manufacturer's specifications. Qwest will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with any CPE Maintenance Service. All parts and materials will be of equal quality to the original, and may be new or used with equivalent-to-new performance characteristics.

3.2 Exclusions. Data, Voice (including Voice over Internet Protocol ("VoIP")), and Video CPE Maintenance Services exclude all services not specifically agreed to in writing by Qwest.

3.2.1 VoIP Problem Isolation. In the event Qwest spends time isolating problems to equipment, software, cabling, or customer provided LAN / WAN network hardware or network elements that are not listed on a Purchase Order for the applicable VoIP CPE, such services will be billed at Qwest's standard time and material rates.

3.3 Term. CPE Maintenance Service may be ordered for an initial term of 12, 24, or 36 months. Customer will specify in a Purchase Order, the duration of the initial term. At the conclusion of the initial term, Customer has the option to continue CPE Maintenance Service under a new Purchase Order at the then-current CPE Maintenance Service rates.

3.4 On-Site Support Plans. On-site support includes remedial maintenance support to diagnose problems and implement solutions. Remote diagnostics, software support elements, on-site technician dispatch and hardware field service are included features, each with different on-site response time parameters.

3.4.1 Response Times. The response time begins when the Qwest Customer Service Center ("Qwest CSC") and Customer determine that a field technician should be dispatched to provide remedial service. The Customer will receive a callback from the Qwest CSC within one hour from the customer's original call, with diagnosis of network outage or service affecting problem. All other non-service affecting problems will be diagnosed during normal business hours. A technician will make reasonable efforts to arrive on-site within the response interval specified herein.

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- For Standard Next Business Day (NBD) option, Qwest will make reasonable efforts to have maintenance personnel respond on the next business day after notice is provided to the Qwest CSC during the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except Qwest observed holidays ("Qwest Standard Service Hours").
- For Standard +4 option, Qwest will make reasonable efforts to have maintenance personnel respond within four hours after notice is received by the Qwest CSC during Qwest Standard Service Hours.
- For Premium +4 option, Qwest will make reasonable efforts to have maintenance personnel respond within four hours after notice is provided to the Qwest CSC seven days a week, including Qwest observed holidays. The technician will install spare parts as suggested by remote diagnostics and discussions with Customer. If additional spare parts are required, they will be shipped in accordance with the provisions of the applicable manufacturer.

3.5 Remote Support Plans. Remote support is designed to provide remote diagnostic technical support, and software and part(s) replacement support to customers who have an established in-house network organization and want to maintain their own data network equipment. Remote support does not include Qwest on-site technical assistance.

3.5.1 Response Times. The response time begins when the Qwest CSC and Customer determine a problem exists with an active, maintenance-covered component. Diagnosis of the problem begins within one hour of the time at which the Qwest CSC receives the Customer call. Qwest will make reasonable efforts to deliver replacement part(s) to Customer's location(s) within the response intervals set forth in a Purchase Order. It is Customer's responsibility to replace defective components at its locations and return defective components to the Qwest-designated location. Spare parts will be provided in accordance with the provisions of the applicable manufacturer.

#### 4. **Data CPE Maintenance Service.**

4.1 Procedure Upon Failure or Malfunction of Equipment. Customer agrees to notify the Qwest CSC at 800-227-2218 upon the failure or malfunction of CPE listed in the CPE Maintenance Service section of a Purchase Order for Data CPE Maintenance Services.

4.2 Software Upgrade. Qwest will provide access to software updates via the Internet or a Qwest server, as applicable. Customer is responsible for ensuring that its equipment is accessible by modem dial-up or the Internet, and for the procurement and installation of any hardware or memory required for software upgrades. Qwest will provide remote assistance for Customer's first software upgrade and one product release per contract year. Customer is responsible for carrying the upgrade process throughout its remaining network devices.

#### 5. **Voice (including VoIP) & Video CPE Maintenance Service.**

5.1 Procedure Upon Failure or Malfunction of Equipment. Customer agrees to notify the Qwest CSC at 800-421-2271 for Voice and 800-879-6364 for Video upon the failure or malfunction of CPE listed in the CPE Maintenance Service section of a Purchase Order for Voice and/or Video CPE Maintenance Services.

5.2 Voice Emergency Procedure. An "Emergency" means a major malfunction of Voice CPE, which will consist of one or more of the following conditions: (a) complete failure of the system that results in (i) no incoming or outgoing communication to or from Customer's premise or (ii) no internal communications within the system, and (b) failure of a critical subsystem that results in: (i) an inoperative attendant console; (ii) an inoperative message accounting system; (iii) 40% of all telephones out-of-service; or (iv) 20% of all trunk circuits out-of-service.

When notice of an Emergency is received by the Qwest CSC during Qwest Standard Service Hours, Qwest will make reasonable efforts to have maintenance personnel respond within two hours of such notice. If Customer selects the Extended Service option in a Purchase Order and the Qwest CSC receives notice of an Emergency during hours other than Qwest Standard Service Hours, Qwest agrees to make reasonable efforts to have maintenance personnel respond within four hours of said notice, 24 hours per day, seven days a week.

The Emergency procedures defined in this Subsection 5.2 do not apply to Exception Products. Qwest will respond on a reasonable efforts basis to failures of Exception Products. "Exception Products" means those products designated as such on the Purchase Order for Voice CPE Maintenance Services.

5.3 Non-Emergency Procedure. Qwest agrees to make reasonable efforts to have maintenance personnel respond within 24 hours of notice of a Non-Emergency malfunction or by the next business day when notice immediately precedes a weekend or holiday. "Non-Emergency" means a minor malfunction consisting of any failure other than a major malfunction as defined above.