

**94. MISCELLANEOUS**

- 94.1. CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 94.2. Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and CLEC.
- 94.3. Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 94.4. In the event of work stoppages, Embarq may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 94.5. The individuals executing this Agreement on behalf of CLEC represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

**CLEC:**

By: \_\_\_\_\_

Name: Susan Jin Davis

Title: VP Corporate Development

Date: 1-26-09

**EMBARQ:**

By: \_\_\_\_\_

Name: Michael R. Hunsucker

Title: Director – Contract Management

Date: 1-30-09