

38.4.2. Compensation

- (a) Embarq shall provide operator services for resale at wholesale prices.
- (b) When CLEC requests CLEC branded Embarq operator services for resale any actual additional trunking costs associated with CLEC branding shall be paid by CLEC.

39. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

39.1. Law Enforcement And Civil Process

39.1.1. Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request. Charges for the intercept shall be at Embarq's applicable charges.


39.1.2. Subpoenas. If a Party receives a subpoena for information concerning an end-user the Party knows to be an end-user of the other Party, it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible Company, unless the subpoena requests records for a period of time during which the Party was the end-user's service provider, in which case the Party will respond to any valid request.

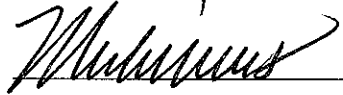
39.1.3. Hostage or Barricaded Persons Emergencies. If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one-way denial of outbound calls for an end-user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end-user and the Party serving such end-user agrees to indemnify and hold the other Party harmless against any and all such claims.

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

CLEC

Embarq

By: 
Name: Robert E. Heath
Title: Executive Vice President
Date: 11/17/08

By: 
Name: Michael R. Hunsucker
Title: Director - Contract Management
Date: 12/12/08