



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 11

CONTRACT #: AR2474

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and CenturyLink DBA Lumen (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND CONTRACT #AR2474 (“Master Agreement”) AS FOLLOWS:

The following Service Exhibits attached to this Amendment #11 are hereby added to Attachment E of the Master Agreement:

- Adding Service Exhibits
 - Hybrid Technologies Service Exhibit
 - Lumen Wavelength Service - IRU Service Schedule
 - Lumen Wavelength Lease Service Schedule
 - Lumen MPLS (IPVPN AND VPLS) VPN Service, Service Schedule
 - Lumen Internet Services Service Schedule

The following applies to the Retarus SAAS product offering, tab 12:

The Retarus offering is subject the terms and conditions attached to this Amendment #11 and are hereby added to Attachment E of the Master Agreement:

- Retarus End User Terms

The following changes have been updated in the attached Attachment C of the Master Agreement, Cost Schedule:

- Retarus (SAAS) pricing updated, tab 12
- IPVPN (VAS) pricing updated tab 4
- IQ Networking (VAS) pricing updated tab 3
- Adding Lumen Edge Private Cloud (IAAS) tab 6
- Remove Egnyte tab 12 (SAAS) (EOL)
- Remove E-Line Svc (VAS)
- Remove CLC Public (SAAS, IAAS, PAAS) (EOS)
- Remove IQ Data Center Initiative (VAS) (EOL)

Effective Date of Amendment: as of the last signature date below

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Steve Arneson

Steve Arneson (Nov 16, 2021 11:28 CST)

Nov 16, 2021

Nov 16, 2021

Contractor's Signature

Date

Director

State of Utah Division of Purchasing

Date

Steve Arneson

Contractor's Name (Print)

Manager - Offer Management

Title (Print)

Purchasing Agent	Phone #	E-mail	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	AR2474

HYBRID TECHNOLOGIES SERVICE EXHIBIT

1. General; Service Schedules.

1.1 General. This Service Exhibit is applicable only where Customer orders one of the Lumen services described in the Lumen Service Schedules listed below ("Service"). Lumen is defined for purposes of this Service Exhibit as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). This Service Exhibit incorporates the terms of the Master Service Agreement or other Lumen approved service agreement under which Lumen provides the Services to Customer (the "Agreement"), and in the event of a conflict in any term of any documents that govern the provision of Services, the following order of precedence will apply in descending order of control: the Service Schedule, this Service Exhibit, the Agreement, any applicable Service Guide, the SLA, and the Service Order(s). Capitalized terms not defined in this Service Exhibit or one of the Service Schedules are defined in the Agreement. These terms are effective as of the time Customer signs the applicable Service Order or upon acceptance of the applicable terms as part of Lumen's online order process.

1.2 Lumen Service Schedules. Customer may purchase the Services in the following Service Schedules included within this Service Exhibit.

- **SERVICE SCHEDULE: HOSTING SERVICES**
- **SERVICE SCHEDULE: SECURITY SERVICES ASSOCIATED WITH HOSTING OR CLOUD APPLICATION MANAGER**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**
- **SERVICE SCHEDULE: LUMEN EDGE BARE METAL**

2. Term; Renewal. Lumen Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"). The Initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". The Service Schedules describe the applicable term and renewal information in more detail.

3. Rates; Billing.

3.1 Rates. Customer will pay all applicable rates and fees set forth in the relevant Service Order or posted online for self-provisioned Services and as further described in the applicable Service Schedule. Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent); and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes. All invoices will be issued to Customer and paid in the currency specified in the Service Order.

3.2 Withholding Tax. Service charges are exclusive of Taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Service Exhibit to Lumen, then Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required.

3.3 Service Commencement Date. If Lumen partially installs or activates a Service, Lumen reserves the right to commence billing for such Service on a pro rata basis, and if a Service installation is delayed, incomplete or is not usable by Customer through no fault of Lumen or its agents, Lumen will have the right to commence billing as installed and per the Service Commencement Date.

3.4 Lumen reserves the right to use dynamic exchange rates to calculate all non-USD billing. This means that the exchange rate published on the day each respective monthly invoice is created will be the exchange rate used to appropriately convert the invoiced amounts from USD to the applicable currency. In the alternative, Lumen reserves the right to adjust exchange rates on a regular basis (i.e. quarterly). Exchange rate adjustments will not be deemed a rate adjustment.

4. Security Obligations.

4.1 Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer data from unauthorized access, use, or disclosure. The program includes formal information security policies and procedures, which are reviewed annually and updated as necessary to address evolving threats. The security measures of the information security program generally apply to Lumen's systems, facilities and standard services and certain measures may not apply or may be applied differently to customized services, configurations, or environments ordered or as deployed by Customer. Lumen will maintain its information security program in accordance with applicable state, federal and international laws and regulations governing the privacy and protection of data ("Privacy Laws"). Lumen, or its underlying provider, has completed an AICPA sanctioned Type II audit report (i.e., SSAE18/ISAE3402 SOC 1 or AT-101 SOC 2) for applicable Services in certain data centers and intends to continue to conduct audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report (or a summary of it) annually upon request, which report is Lumen Confidential Information. Customer may make reports available to its End Users subject to applicable confidentiality terms.

4.2 Lumen will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities of particular Services; (b) as necessary to provide the Services to Customer, including complying with reasonably and lawful instructions communicated to Lumen, to prevent or address technical problems, or to otherwise comply with the Agreement; or (c) as necessary to

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comply with subpoenas, court orders or Privacy Laws. To the extent Lumen accesses or handles Customer information, including personally identifiable information, it will do so only as necessary to provide the Services, perform under the Agreement and to comply with applicable law and Privacy Laws, including: (a) configuration, technical, operational and usage data relating to the performance and use of the Services; (b) business contact and similar information necessary for administering the business relationship and Agreement between the parties; and (c) account information required to manage the Services, provide notices, and handle Service invoicing and remittance. Lumen may disclose such information to its affiliates, vendor and subcontractors only as may be required to provide the Services and/or to comply with its contractual obligations, subject to privacy and confidentiality protections no less protective than those in the Agreement or Service Attachments. Lumen may also transfer such information between its operating jurisdictions, including to the United States, solely for the purposes described in this Section.

4.3 Customer understands and acknowledges the Services are not designed to any specific security requirements and are not suitable for regulated content, including for the transmittal, storage or maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other personal or sensitive information. Customer warrants and represents that it will not use the Services to maintain, transmit or store protected health information and agrees to indemnify, defend and hold Lumen and its affiliates harmless from and against any actual or alleged claims related to or arising out of Customer's use of the Services for such purpose.

4.4 Customer agrees that it has adopted and implemented, and will maintain, a corporate information security program designed to protect its Customer Data from unauthorized access, use, or disclosure. Customer is solely responsible for properly selecting, configuring and using the Services, and taking its own steps to maintain appropriate security, protection and backup of applicable content, information or Customer Data, including encrypting Customer Data or other applicable content. Customer acknowledges that the Customer environment may be configured with varying degrees of security and further acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner, and no security requirements or obligations of Lumen related to any other Lumen Service, including FedRAMP, NIST, FISMA, or other security platforms will apply.

4.5 Customer is responsible for: (a) ensuring that it has provided all requisite notices, obtained all requisite consents and otherwise secured any necessary rights for any Customer Data and other Customer information; (b) determining the legal suitability of the Services in light of the type of Customer Data involved; and (c) its and its End Users use of the Services in compliance with applicable law, including Privacy Laws.

5. Equipment

5.1 Customer Provided Equipment. Customer is responsible for selecting, supplying, installing and maintaining Customer equipment used to access the Services or used in connection with the Services, including any systems, or hardware. Customer: (a) will ensure all equipment, hardware and systems are up to date and supportable; and (b) understands that if any Customer Equipment impairs its use of the Service, Customer will remain liable for applicable charges and any otherwise applicable Service Level will not apply.

5.2 Lumen Equipment. If Lumen Equipment is installed on a Customer premise or third-party location contracted by Customer:

5.2.1 Lumen or in certain jurisdictions, a Lumen supplier will hold title to the Lumen Equipment. Customer will keep all Lumen Equipment free of liens and will not allow any liens, encumbrances, or claims to be levied against the Lumen Equipment. Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Lumen relating to the Lumen Equipment.

5.2.2 Customer will retain the risk of loss for, loss of (including, without limitation, loss of use), or damage to, Lumen Equipment. Customer will inform Lumen as quickly as possible and in not less than 24 hours following damage to Lumen Equipment, including during pre-installation storage and will, within 30 days of invoice, reimburse Lumen for (i) replacement value of Lumen Equipment as new at then current prices if the equipment is not capable of repair (as determined by Lumen), or (ii) the repair cost.

5.2.3 Customer will not: (i) change, remove or obscure any labels, plates or insignia, lettering or other markings placed on the Lumen Equipment; (ii) repair, replace or make physical modifications to Lumen Equipment without written authorization from Lumen or Lumen's supplier; or (iii) alter, disconnect, tamper with, restrict access to, or move the Lumen Equipment from the designated address unless otherwise approved in writing by Lumen.

5.2.4 Customer will: (i) have and maintain all rights, authorizations and consents necessary to enable Lumen to operate and maintain the Lumen Equipment; (ii) at its expense, provide suitable space and proper environmental conditions as recommended by Lumen, including power supply, rack space, HVAC, cabling, lighting necessary for the installation, operation or maintenance of the Lumen Equipment, including cabling for connectivity between Lumen Equipment and the Lumen network devices; (iii) will ensure that exterior surfaces are kept clean and in good condition; (iv) provide Lumen with reasonable access inspection and maintenance; (v) assure Customer premises comply with safety and health standards consistent with industry standards; (v) maintain adequate security policies and procedures for the Lumen Equipment, network or applications which interface with the Lumen Equipment; (vi) timely provide Lumen and its suppliers with any needed Customer completed import/export documentation and undertakings (including but not limited to acting as the importer of record if requested by Lumen or its suppliers); and (vii) upon any expiration or termination of the applicable Service, Customer will, at the option of Lumen, return the Lumen Equipment at Customer's expense, or provide all necessary cooperation to allow Lumen to remove the Lumen Equipment from any Customer location(s).

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5.2.5 Upgrades. Lumen may periodically upgrade the Lumen Equipment. If Lumen Equipment is located on a Customer premise, Customer must allow Lumen to make these changes within five business days of receipt of the request from Lumen, or Lumen's obligation to provide the applicable Service in accordance with this Service Exhibit will be suspended until Customer grants Lumen the access required to make changes. Lumen will use commercially reasonable efforts to notify Customer' technical point of contact prior to emergency changes.

6. Cancellation; Termination; Default. This Section 6 applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

6.1 Suspension. Lumen may suspend the affected Service immediately in the event Lumen has a good faith belief that suspension is reasonably necessary to mitigate damage or liability that may result from Customer's continued use of the Service. In the event Lumen exercises its right to suspend Customer's access to Services, during the period of suspension: (a) Lumen will not take any action to intentionally erase any Customer Data; and (b) applicable charges, including storage charges but not usage charges, if any, will continue to accrue.

6.2 Cancellation. Except for pay as you go or month to month services, if Customer terminates an ordered Service prior to its Service Commencement Date, Customer will pay a cancellation fee equal to one (1) month's projected MRC or usage, plus all out-of-pocket costs incurred by or imposed upon Lumen (e.g., ordered equipment, licenses, carrier termination charges).

6.3 Termination. Pay as you go services are terminable at any time. Month to month services are terminable upon thirty (30) days prior written notice. Unless otherwise provided in a Service Schedule and except for any Service subject to a revenue and term commit, if a Service with a term greater than one month is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than Lumen's default and prior to the conclusion of the applicable Service Term, then Customer will be liable for: (a) Service charges accrued but unpaid as of the termination date; (b) any out-of-pocket costs incurred by or imposed upon Lumen (e.g., ordered equipment, licenses, carrier termination charges); and (c) an early termination charge equal to 50% of the then current MRC, NRC, and usage charges for the affected Services multiplied by the number of months remaining in the Service Term.

6.4 Effect of Termination. Customer's access to the applicable Services will end as of the effective date of expiration or termination of any Service and Lumen will not be responsible for assisting Customer with any transition to an alternative provider. Customer use of any on premise or virtual network appliance(s) and/or other Lumen provided software must immediately cease and all instances must be deleted as of the effective date of termination. Lumen is not responsible for any Customer Data stored or remaining on Lumen infrastructure as of the effective date of termination. Lumen's enforcement of this provision will survive the termination of the applicable Services.

7. Scheduled Maintenance. This section 7 applies in lieu of any other scheduled maintenance and local access provisions that may be included in the Agreement. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair. Scheduled maintenance windows are identified in the applicable Service Attachment or Website.

8. Liabilities; Disclaimer.

8.1 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under the applicable Service Schedule in the twelve (12) months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). Notwithstanding the foregoing, any Security Services provided under the Service Schedule-Security Services will have a sub cap of six (6) months.

8.2 Additional Disclaimer of Warranties. LUMEN MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES PERMITTED UNDER APPLICABLE LAW. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT, THAT PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURITY INCIDENT FREE, THAT ANY HARDWARE OR SOFTWARE WILL BE ERROR FREE OR COMPATIBLE WITH CUSTOMER SYSTEMS, THAT SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, THAT ANY SERVICES PERFORMED COMPLY WITH OR SATISFY ANY APPLICABLE GOVERNMENTAL OR INDUSTRY DATA SECURITY OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, CORRUPTED, ALTERED OR ACCESSED, INCLUDING TRANSMISSION BETWEEN LUMEN INFRASTRUCTURE AND/OR CUSTOMER'S OWN OR CONTRACTED INFRASTRUCTURE OR CUSTOMER ERRORS OR OMISSIONS IN SELF-PROVISIONING SERVICE. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES. Any obligation of Lumen to defend, indemnify or hold Customer harmless for any intellectual property related claims as may be set forth in the Agreement are hereby disclaimed in their entirety by Customer with respect to the Services.

9. Notices.

9.1 Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Lumen may also contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service, and such email may include

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instructions for use of a private website for posting of such notices, for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer is responsible for maintaining an up to date email address in accordance with the Customer Responsibilities section below.

9.2 Service Notice. Unless otherwise provided in a Service Schedule, all Customer notices for disconnect and termination must be sent via email to Lumen at: BusinessDisconnects@lumen.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective thirty (30) days after Lumen's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided in writing to its Lumen sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Service Exhibit may result in continued charges, and Lumen will not credit charges for such noncompliance.

10. Intellectual Property; Software.

10.1 Intellectual Property. Lumen intellectual property and proprietary rights include skills, know-how, modifications, software or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology or equipment of the other party or its licensors. Nothing in this Service Exhibit or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

10.2 To the extent required by Lumen to provide certain Services, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use, process and execute Customer Technology, and to sublicense Customer Technology to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen.

10.3 Lumen Provided Software.

10.3.1 Lumen grants to Customer a limited, nonexclusive, non-transferable, non-sublicensable, revocable, worldwide, subscription-based license during the Service Term to install, test, and use the object code version of any software provided by Lumen to Customer ("Software") for Customer's internal use solely in connection with the Services provided under this Service Exhibit and strictly in accordance with all applicable licensing terms and conditions.

10.3.2 Customer acknowledges the Software and Lumen Equipment may contain software or firmware licensed from third parties ("Third Party Software"). Customer agrees that Third Party Software, including any corresponding documentation, will be used strictly in accordance with applicable licensing terms and conditions, as may be updated from time to time or in accordance with mandatory pass through terms or EULAs which, if applicable may be identified in the applicable Supplemental Terms. All rights in and to any Third-Party Software are reserved by and remain with the applicable third parties. In addition, Customer consents to the installation of Third-Party Software on Customer owned and managed systems and agrees to provide appropriate permissions or consent for Lumen to perform the Services. Lumen is not responsible for any hardware issues arising from or related to the installation of Third-Party Software. Lumen makes no representations or warranties whatsoever regarding Third Party Software. Notwithstanding anything to the contrary in the Agreement, Lumen will have no obligation to defend, indemnify or hold Customer harmless, or otherwise liable to Customer in any way, for any claims of infringement of patent, copyright or other intellectual property right related to or arising from the Third Party Software.

10.3.3 Customer will not authorize any third party to use the Lumen Equipment or Software, including without limitation the Lumen APIs. Customer will not use, distribute or modify the Software or Lumen Equipment in any manner that would require that any Software or Lumen Equipment, components of it, or other intellectual property of Lumen or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients.

10.4 Customer Provided Software. If Customer elects to, or if the underlying Service purchased by Customer permits Customer to, use (including and/or making available to End Users) Customer provided and/or licensed software in connection with the Services, including on Lumen Equipment, Customer is solely responsible for (a) selecting, licensing, installing, maintaining software; (b) ensuring adherence to current technical documentation, up to date versions, all applicable licensing terms, requirements, and/or restrictions; and (c) ensuring it has the legal right to use the software in this manner and that Lumen has all necessary permissions to patch and/or provide other managed Services in reliance on Customer's license if required as part of the Service. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability from it. In addition, Lumen reserves the right to require an upgrade or migration, the purchase of additional services and/or charge additional fees at its discretion for continued use of software that does not comply with the above requirements.

10.5 Open Source. Certain Software and Lumen Equipment may include open source software and/or publicly distributed software (each, "open source software"), each of which is a separate and independent work and is subject to its own or open source or public license agreement ("Open Source License Agreement"). Customer agrees that open source software is licensed to Customer from the original licensor (and not Lumen) under, and are subject to, the terms of the applicable Open Source License Agreement, which Customer agrees to. Nothing in this Service Exhibit will limit Customer's rights under, or grants Customer any rights that supersede or expand, the terms and conditions in the applicable Open Source License Agreement. For clarity, this Service Exhibit is not intended to change or restrict the terms of any Open Source License Agreement, and Lumen does not seek to restrict, or receive compensation for, the copying or redistribution of open source software, which is otherwise freely re-distributable to third parties.

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10.6 Export. Customer will not export the Software or the Lumen Equipment outside the country that Lumen provides the Software or Lumen Equipment to Customer in, or otherwise conduct an "deemed" export as described under the Export Administration Regulations (i.e., Section 734.13), without providing notice to Lumen and receiving Lumen's prior written authorization.

11. Feedback. In the event Customer elects to communicate to Lumen suggestions for improvements to the Software or Service ("Feedback"), Lumen will own all right, title and interest in and to the Feedback, even if Customer has designated the Feedback as confidential, and Lumen will be entitled to use the Feedback without restriction. Customer irrevocably assigns all right, title, and interest in and to the Feedback to Lumen and agrees to provide Lumen such assistance as it may require to document, perfect and maintain Lumen's rights to the Feedback.

12. Customer Responsibilities. Customer's failure to meet the responsibilities in this section, and any additional responsibilities identified in an applicable Service Schedule, may result in Lumen's inability to provide the Service(s) to Customer and Lumen will not be liable for any failure to perform, including any SLAs in the event of Customer's failure.

12.1 Customer represents that Customer is not (a) located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which Lumen operates, or (b) on the U.S. Treasury Department List of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

12.2 Customer agrees that: (a) it will provide accurate and complete information as requested by Lumen in connection with its registration or request for Services, including maintaining up to date, complete and accurate contact information, including an email address for the point of contact reachable 24/7 and should be authorized to make, direct, authorize and/or consent to changes to the Customer's Service, as applicable; and (b) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer; (c) safeguard the Services so as to ensure that no unauthorized person will have access to it or allow access beyond the authorized number of subscribers, and that no persons authorized to have access will make any unauthorized use; (d) maintain at all times during the Service Term, current customer information to serve as a technical point of contact available 24x7 with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable Lumen systems; (e) it is solely responsible for and Lumen will have no liability for establishing, maintaining and resolving issues with any network connectivity provided by Customer. Unless public Internet access is included as part of the applicable Service and SLA, any issues with network connectivity provided by Lumen will be resolved in accordance with the terms and conditions associated with such connectivity and are outside the scope of these Services.

12.3 Portal Use. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and is solely responsible for all activities that occur under the Credentials, including access to content. Customer agrees to notify Lumen promptly of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party. For added security, Lumen recommends two-factor authentication in conjunction with all Credentials.

12.4 Unauthorized Testing. Customer will not attempt, permit or instruct any party to take any action that would reduce the effectiveness of Service or any devices used to deliver Lumen services. Without limiting the foregoing, Customer is specifically prohibited from conducting unannounced or unscheduled test firewall attacks, penetration testing or external network scans on Lumen's network and infrastructure without the prior written consent of Lumen.

12.5 Lumen is not responsible for the Service or the SLA if any network, system or security changes by Customer affect the infrastructure or monitoring capability of Lumen.

12.6 Customer has all licenses, rights, consents, and permissions that are required for Customer's and any End User's use of any operating systems, software, applications, and any other content that Customer or any End User uploads to or uses in connection with the Service.

13. Acknowledgements.

13.1 Lumen's SLAs only apply to the respective vendors' supported configurations, operating systems or software at the time SLA support requests are triggered. If any configuration or version is identified as "unsupported" by a vendor, a service level objective ("SLO") in lieu of any other applicable SLA will apply. Lumen reserves the right to charge the Customer for any support, upgrades or additional tasks/work incurred, resulting from Customer's continued use of unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable.

13.2 Customer acknowledges that all third-party components of the Service are subject to the applicable vendor's decision to (i) not continue to provide or renew the Service with Lumen and/or (ii) modify or end of life a component(s). If any of the foregoing occurs, Lumen will use commercially reasonable efforts to migrate Customer to another comparable Lumen service at any time. Such migration will occur without regard to Customer's current Service Term.

13.3 Lumen reserves the right to make any updates, error corrections, bug fixes, and other related modifications to the Services at any time upon notice posted on the Website.

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14. Definitions.

"API" means a Lumen provided Application Programming Interface.

"Customer Data" means any data, content or information of Customer or its End Users that is stored, transmitted, or otherwise processed using the Lumen Services. Lumen's obligations with respect to such Customer Data will be exclusively governed by the Security Obligations Section 4.1 and are further subject to all Limitation of Liability provisions of this Service Exhibit, the Service Schedule and the Agreement.

"Customer Technology" means the technology, and other information of Customer and its licensors, including Customer's operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

"End User" means Customer's members, end users or any other third parties who use or access the Services or access Lumen's network or data centers via the Services.

"Lumen Equipment" means certain Lumen-provided equipment or hardware (e.g. servers, switches, etc.) and related operating software that Customer may access or use either within Lumen infrastructure or installed on a customer premise. Certain Lumen Equipment may be used for the purpose of connecting a Customer endpoint to Lumen managed hosting data center(s) for the delivery of managed services. All Lumen Equipment will be owned or licensed and maintained by Lumen or its suppliers.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Portal" means access to the online graphical user interface(s) system utilized in conjunction with the Services. Portal may also refer to interface that Lumen uses to provide services to customers. Certain Portals facilitate order processing, provisioning, management and monitoring, change management, billing, customer support/ticketing and reporting.

"Service Commencement Date" means, for purposes of this Service Exhibit, the date Lumen begins billing for a Service and is the earlier of (a) the date on which Customer uses the Service; (b) the date Lumen notifies Customer in writing that the initial installation or a usable part of it is complete; (iii) the date the Service is activated by Lumen or Customer; or (iv) for those Services subject to a revenue commit, the date Customer signs or accepts the applicable Order. The Service Commencement Date will apply in lieu of any other Customer Commit Date, Connection Notice, or similar language in the Agreement. No acceptance period applies.

"Service Guide" (or "SG") means the product-specific Service guide that includes technical descriptions which Lumen may modify from time to time, effective upon posting on the applicable Website. References in the SGs to the CenturyLink TS Services Exhibit will mean this Hybrid Technologies Service Exhibit.

"Service Order" or "Order" means a service order request submitted on a form issued by Lumen and signed or agreed by Customer that includes the type and details of the specific Services ordered by Customer. A Service Order will also mean, the online activation of self-provisioned Services, including (i) submitting a request for Service via "create account," "activate," "activate account" or similar request within the portal and self-provisioning requested components; and (ii) agreeing to the applicable order summary or confirmation of Service activation request at the pricing included within the summary or confirmation page by clicking "complete".

"Service Schedule" means the additional product specific terms for the particular Hybrid Technology Service(s) purchased by Customer. Service Schedules do not apply unless and until Customer purchases the applicable Service.

"SLA" or "SLA Attachment" or "Service Levels" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any nonperformance, Service deficiencies, outages, interruptions or failures of any kind. SLAs may be updated from time to time upon posting on the applicable website referenced in the Service Schedule(s).

"Supplemental Terms" means the additional terms and conditions for particular Services provided pursuant to a Service Schedule, as may be updated from time to time, effective upon posting.

"Website" means either www.cfl.io or www.lumen.com as applicable or a successor website and as more specifically noted in the applicable Service Schedule.

HYBRID TECHNOLOGIES SERVICE EXHIBIT
SERVICE SCHEDULE: HOSTING SERVICES

The services covered by this Service Schedule are the Hosting services provided by Lumen to Customer from time to time (collectively, "Hosting Services" or "Services"). Hosting Services include but are not limited to: Intelligent Hosting, Foundation Hosting, Lumen Private Cloud on VMware Cloud Foundation, Dedicated Cloud Compute, Edge Hosting Environment, Data Protect Backup and Data Protect Backup - Dedicated, Lumen Private Cloud for VMware Cloud on AWS, Hosted Area Network (HAN), Unified Storage, various Managed Application Services, and various Managed Database Services. Not all Hosting Services are available in all regions or countries and are subject to availability of adequate capacity and Lumen's acceptance of a signed Service Order.

1. Customer's use of Services is subject to the applicable Service Guides located at www.lumen.com/service-guides or <https://www.cti.io/legal/hosting-services/> and the applicable Lumen Service Level Agreement and Supplemental Terms available at <https://www.cti.io/legal/hosting-services/>.
2. **Term; Renewal.** Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"), at the conclusion of which the Service will automatically renew for 12 month periods, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term.
3. **Change Management.** All changes to the Lumen managed applications, systems, network and facilities are subject to Lumen's change management process. This change management process is intended to confirm that changes are reviewed for completeness (risk assessment, completed test procedure, metrics for measuring progress, back out procedure, etc.) and accuracy prior to scheduling and implementation. Hardware upgrades, such as increasing RAM or increasing storage, can be performed by Lumen for an additional fee.
4. **IP Addresses.** Lumen will use good faith efforts to assign Internet address space for the benefit of Customer during the Service Term. Any IP addresses and space provided to Customer by Lumen are solely for Customer's use with the Service and are non-portable and non-transferable and are subject to Lumen's IP policies. Neither Customer nor any End User will own or route any IP addresses or space provided by Lumen, and, upon any termination of Service, Customer's access to such IP addresses and space will cease. "IP Address" means a numerical identification (logical address) that is assigned to devices participating in a computer network utilizing the Internet Protocol for communication between its nodes.
5. Lumen will update Lumen provided software with recommended security patches, updates or hot-fixes and will address the overall integrity and performance of servers. Security threats are evaluated, verified and tested before a patch is recommended to customers. Sometimes a reboot is necessary when a patch is distributed and installed, which Lumen will conduct during maintenance hours or coordinate with the Customer. Customers must approve patches or updates prior to them being applied to their environment; however, Lumen is not responsible for any failure in the service, including SLAs if a Customer does not approve the installation of necessary patches or updates. Software upgrades are not included as part of the standard Service but can be quoted and implemented for an additional fee.

HYBRID TECHNOLOGIES SERVICE EXHIBIT
SERVICE SCHEDULE: SECURITY SERVICES

The services covered by this Service Schedule are the Security Services (collectively, "Security Services" or Services") associated with Customer's Hosting, Lumen Edge Bare Metal or Cloud Application Manager services provided by Lumen to Customer from time to time under separate Service Schedules. Security Services include but are not limited to: Managed Firewall Services including Intrusion Protection Services, Virtual Firewall Services, DDoS Mitigation Services, File Integrity Monitoring, and Security Log Monitoring Services. Not all Security Services are available in all regions or countries and are subject to availability. This Service cannot be resold or utilized by any third party for their End Users.

1. Customer's use of Services is subject to the Service Guides located at www.lumen.com/service-guides/. In addition to the Service Guide, Security Log Monitoring Services are also subject to the SLA and Supplemental Terms located at <https://www.cfl.io/legal/security-log-monitoring/supplemental-terms/>.

2. **Term; Renewal.** Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"), at the conclusion of which the Service will automatically renew for 12 month periods, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any automatic renewal terms are collectively the Service Term.

3. Non-standard installations (as identified by Lumen in its reasonable opinion), may require extended provisioning intervals and/or additional costs.

4. Customer will submit a sufficiently detailed description of any test plan to Lumen in advance. The test plan must adhere to any applicable testing standards or procedures provided by Lumen. Lumen may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. Lumen will not respond to any security-related alarms during a scheduled testing period. Lumen will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing.

5. **Disclaimers.**

5.1 The Services provided under this Service Schedule are a supplement to Customer's existing security and compliance frameworks, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services accurately and completely, the Services are provided "as-is". Lumen does not and cannot guarantee or warrant that Lumen will accurately identify all risks, potential security and/or compliance gaps, that Services will be security incident free or that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services.

5.2 Customer should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided in this Service Schedule is a supplement to Customer's existing security and compliance frameworks and tools utilized to minimize loss or theft of information and disruption of services, for which Lumen is not, and will not be, responsible. While Lumen will use reasonable commercial efforts to provide the Services under this Service Schedule accurately and completely, the Services are provided "as-is", except to the extent an applicable SLA or SLO applies. Lumen does not and cannot guarantee or warrant that Lumen will accurately identify all risks, potential security and/or compliance gaps, or that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services

6. Customer consents to Lumen collecting and compiling system and security event log data to determine trends and threat intelligence. Lumen may associate this security event log data with similar data of other Customers so long as such data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer.

7. Lumen is obligated to log backup and storage only during a Customer's committed Service Term, including renewal terms. If the retention period selected extends beyond the Customer's Service Term or if Customer or Lumen terminate the Services prior to the end of the retention period selected, Customer acknowledges that Lumen has no further obligation to back up and store any Customer metrics or data after Agreement expiration or termination and Lumen will automatically delete all logs, including backups that constitute Customer data. Customer acknowledges and consents that it is solely Customer's responsibility to make copies of or obtain the logs and any other Customer data prior to expiration or termination.

HYBRID TECHNOLOGIES SERVICE EXHIBIT

SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

The services covered by this Service Schedule are the Cloud Application Manager services provided by Lumen to Customer from time to time (collectively, "Cloud Application Manager Services" or "Services") and included on www.cti.io (the "Website"). Cloud Application Services include but are not limited to Managed Services Anywhere and Platform Advisory Support. Not all Services are available in all regions or countries and are subject to availability.

1. **Additional Terms of Use:** Customer's use of Services is subject to acceptance by Customer of the Cloud Application Manager Supplemental Terms, at <https://www.cti.io/legal/cloud-application-manager/suoplemental-terms/>, the Service Guide, available at <https://www.cti.io/legal/cloud-application-manager/service-guide/>, and the Service Level Agreement, available at <https://www.cti.io/legal/sla> and the terms of use required by any applicable CSP.

2. **Service Description.** Cloud Application Manager is an orchestration platform that enables the Customer to automate deployment of applications, enable cost control and user governance, auto scale applications and manage applications and infrastructure across public and private clouds. Customer's right to use the Cloud Application Manager Service is limited to Customer's internal business operations. No resale of Cloud Application Manager Service is permitted.

3. **Restrictions.** Customer will not (a) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer access to Cloud Application Manager and/or any third party provided software or applications to any third party; or (b) make any copy of or otherwise reproduce any instance of Cloud Application Manager (or any of the browser screens comprising user interface) except for those copies necessarily made by the personal computer and Internet browser that are running Cloud Application Manager.

4. **Additional Customer Responsibilities.** In addition to Customer responsibilities identified in the Service Exhibit, Customer will be solely responsible for: (a) providing and maintaining, at all times during the Service Term, the Internet access necessary for Customer's use of the Cloud Application Manager; and (b) properly configuring and using the Cloud Application Manager.

5. **Security.** Customer is solely responsible for implementing reasonable security measures, properly configuring and using the Service, and taking its own steps to maintain appropriate security, protection and backup of applicable content, information or Customer Data, which may include the use of encryption technology to protect content, information or Customer Data from unauthorized access and routine archiving. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary, Customer acknowledges that it and not Lumen will be responsible for whether the Cloud Application Manager and Customer environment are configured in a secure manner and no security requirements or obligations of Lumen related to any other Lumen Service, including FedRAMP, NIST, FISMA, or other security platforms will apply. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Application Manager Service is used or accessed by Customer or its authorized users.

6. **Rates/Charges.**

6.1 Customer will pay all applicable rates and fees associated with the individual Service ordered by Customer. Rates are posted in USD in the billing module of Cloud Application Manager. Customer acknowledges and agrees that notwithstanding any \$0.00 USD or currency equivalent noted on a Service Order, Customer agrees to pay charges based on Customer's actual use of the Services and activation and use of services constitutes Customer's acceptance of such pricing. Cloud Application Manager Services will be billed monthly in arrears in the local currency equivalent selected by Customer.

6.2 Lumen may increase fees for any existing individual Cloud Application Manager Services or remove any material service offering by providing not less than sixty (60) days' notice prior to the effective date of such increase and/or removal of material services by posting on the Website. If Lumen is charged any fee or assessment by a Cloud Service Provider due to any reason associated with the Customer, Lumen reserves the right to charge Customer for such fees or assessments.

6.3 Pay for Use Services subject to a monthly revenue commit will be invoiced either (a) the actual revenue commitment if actual usage is less than the commitment; or (b) the actual usage if actual usage is greater than the commitment.

7. **Term; Termination.**

7.1 **Term.** The Initial Service Term of any Cloud Application Manager Service not subject to a Managed Services Anywhere Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to access and use the Service (i.e. pay as you go). The Initial Service Term of any Cloud Application Manager Service subject to a Managed Services Anywhere Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Service Order. Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, at the conclusion of the committed Initial Service Term, the Services will renew on a pay as you go basis at then current Service rates with no further minimum spend or term commitment unless Customer, prior to expiration of the committed term signs a new Service Order with a new Managed Services Anywhere Term Commit.

7.2 **Termination.** Notwithstanding anything to the contrary in the Agreement or Service Exhibit, if any Cloud Application Manager Service subject to a MMSC is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as

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a result of default prior to the conclusion of an applicable Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current MMSC (as identified on the applicable Service Order) multiplied by the number of months remaining in the Managed Services Anywhere Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

7.3 Customer is responsible for providing notice of termination for any Services ordered under this Service Schedule to Cloud Application Manager Support to ensure any applicable monthly recurring billing charges are terminated. Customers utilizing Cloud Application Manager via an on-premise virtual network appliance must immediately cease use of and delete all instances of the software as of the effective date of termination. Lumen's enforcement of this provision will survive the termination of the Services and/or Service Schedule.

8. Cloud Service Provider. The following additional provisions will apply if Customer elects to purchase CSP services from Lumen.

8.1 Customer acknowledges and agrees that certain CSP services are not available in all geographical locations, markets or customer segments. Lumen reserves the right to restrict access to certain CSPs at its discretion and/or as directed by the applicable CSP. A current list of available CSPs enabled through Cloud Application Manager is available at ctl.io. Lumen will bill Customer for use of CSP services. The terms and conditions in this Service Schedule and the additional terms associated with CSP resale as identified in the Supplemental Terms and/or included as a click to accept as part of the sign up process govern Customer's access to and use of the CSP Services. In no event will Lumen provide CSP Services without the Customer first having agreed to the terms as required by the applicable CSP.

8.2 Lumen's enablement of any CSP provided cloud service is subject to and contingent upon acceptance by the applicable CSP. In addition to the provisions of the Service Exhibit, Customer authorizes Lumen to collect and share certain Customer information with partner CSPs for the purposes of assistance in setting up accounts, complying with CSP license terms and/or in connection with monitoring for and responding to misuse or suspected misuse of the Services by Customer. The information required to be collected and shared by Lumen may vary by CSP.

8.3 Lumen, on behalf of itself or an applicable CSP, reserves the right to immediately suspend or terminate the Services (and availability of any CSP offering) upon notice in the event Lumen (or the CSP) reasonably determines, becomes aware of or suspects misuse of the Services (or CSP offering) by Customer, if any use or action or suspected use or action exposes or threatens to expose Lumen (or the CSP) to liability, obligation, security risk, violation of law or breach of its underlying agreement with the applicable CSP.

8.4 Lumen will have no liability for any credits and/or any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP (including any failure that results in the unauthorized disclosure of Customer Data). Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary in this Service Schedule or the Agreement, Lumen will not be obligated to indemnify Customer for any reason, including for claims for damages, liabilities, credits or expenses arising from, related to or alleged to have been caused by the performance or nonperformance of services by a CSP, the negligence or willful misconduct by a CSP or for any interruption, failure or termination of services provided by a CSP. If Lumen is charged any fee or assessment by a Cloud Service Provider due to any reason associated with the Customer, Lumen reserves the right to charge Customer for such fees or assessments.

9. Indemnity. Customer will indemnify, defend and hold harmless Lumen, its affiliates and licensors from and against any losses arising out of or relating to any third party claim concerning (i) Customers' or its users use of the Service and/or any CSP offering in a manner not authorized by this Service Schedule and/or any unauthorized use or access of the Service; (ii) alleged infringement or misappropriation of any third party rights by Customer or any users who access the Service through Customer.

10. Definitions.

"Cloud Service Provider" or "CSP" means a company offering a component of cloud computing (typically Infrastructure as a Service (IaaS) or Software as a Service (SaaS)) to other businesses or individuals. Customer may utilize certain CSP services as authorized and made available by Lumen via the Cloud Application Manager and may access a CSP's service via their own agreement with the CSP or as enabled by Lumen through the Cloud Application Manager.

"Managed Services Anywhere Term Commit" or "MSA Term" means a minimum term commit greater than one (1) month and a minimum Monthly Managed Services Anywhere Spend Commit or "MSA Monthly Spend Commit" or "MMSC". Any applicable MSA Term will be expressly documented in a Service Order. Customers may add/modify/disconnect individual Cloud Application Manager Services at any time at will so long as the MMSC is met.

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SERVICE SCHEDULE: LUMEN EDGE BARE METAL

The services covered by this Service Schedule are the Lumen Edge Bare Metal Services provided by Lumen to Customer ("Services").

Additional Terms of Use: Customer's use of Services is subject to the Supplemental Terms, at <https://www.cfl.io/legal/lumen-edge-bare-metal/supplemental-terms/> and the SLA Attachment applicable to the Service is available at <https://www.cfl.io/legal/lumen-edge-bare-metal/sla/>.

1. Service Description.

Lumen Edge Bare Metal or ("Edge Bare Metal") is a pay for use service in which Customer may purchase the use of a dedicated server provided by Lumen. Customer may elect an operating system(s) from the selections made available from Lumen that may be updated from time to time. Available operating systems, including any required third-party pass-through terms or EULA's are identified in the Supplemental Terms. Servers have fixed CPU, RAM (i.e. memory) and storage configurations to select from during the server build process. All other applications, additional storage, security policies (i.e. firewalls, encryption at transit and at rest), software and connectivity other than shared public Internet connectivity are the sole responsibility of Customer, and if purchased from Lumen, will be subject to separate terms and conditions and pricing. Service includes use of the Edge Orchestrator Portal, public Internet connectivity, and APIs for provisioning and management.

Each server is a portion of the larger pool of pre-installed and integrated compute, storage, and public Internet connectivity. The Customer can select the size of the server and select from a range of Lumen provided templates as a baseline to configure the operating system. Lumen does not have root or server access to the server and does not have access to any applications, content or data installed on the server.

2. Edge Services portal. Customer may access the Services via an API or Edge Service portal. Lumen may modify the Edge Services portal or the APIs or may transition to new APIs at any time. Customer's use of the Edge Services portal and/or APIs are governed by the Agreement, all applicable Service Attachments, and the applicable terms of use and/or portal terms.

3. Rates/Charges.

3.1 All rates and fees are posted in USD on the Website and billed monthly in arrears. Any Monthly Recurring Charges may also be referred to as "Monthly Charges" or "MRCs". Any non-recurring charges may also be referred to as one-time charges. Lumen Edge Bare Metal will be billed in the local currency equivalent selected by Customer.

3.2 Customer acknowledges the Service is a pay-for-use service billable on an hourly basis. Unless otherwise provided below, Customer will pay all applicable rates and fees associated with both the individual Service and the quantity of Services ordered by Customer via an API or the Edge Services portal. All rates and fees associated with the Services are posted on cfl.io or the Edge Service portal (collectively, the "Website"). Customer's election to build and activate Service(s) within the Edge Service portal constitutes Customer's acceptance of the applicable pricing. Customer acknowledges that any initial Order signed or accepted by Customer may show zero-dollar rates since the Customer will not yet have access to the Edge Services portal to order or build Services at the time of the initial Order.

3.3 Usage charges consist of all of the following: (i) RAM; (ii) CPU or compute usage; (iii) operating system (if applicable); (iv) storage; and (v) public Internet connectivity. All charges accrue regardless of the operational status of the applicable service (i.e. used, un-used, powered off).

3.4 Customer agrees that monthly invoices may vary based on usage, applicable monthly recurring fees, billing components, other one-time charges, taxes and fees, and the combination of Services deployed. Customer further agrees that it is responsible for all charges associated with all Services created or activated (e.g., charges related to any applicable tiers or components), including any changes made to the Services.

4. Revenue Commit.

4.1 When an Order includes a Revenue Commit, Customer (i) agrees to the Revenue Commitment for each month of the Initial Service Term (may also be referred to as "Term Commit"); and (ii) agrees that any applicable discount identified on the Order is off list rates for compute usage only and that the discount applies only for the Initial Service Term. The discount is applied to Customer's actual compute usage at the time of invoice. Internet connectivity, RAM, storage, licensing fees, managed services fees, value-add services, any other applicable fees or other services the Customer may elect to activate, including applicable taxes and surcharges do not contribute toward the Revenue Commit. Service will revert to standard list pricing on a pay as you go basis upon expiration of the Initial Service Term.

4.2 Notwithstanding anything to the contrary in the Agreement, the Service Commencement Date for Services subject to a Revenue Commit and Term Commit is the date Customer signs or accepts the Order, regardless of the date Customer elects to activate Service and constitutes Lumen's acceptance of Customer's request for Service.

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4.3 To the extent actual compute usage in a month (i) exceeds the Revenue Commit, Customer will pay the Revenue Commitment plus the actual usage. Compute overages are also invoiced at discounted rate; or (ii) is less than the Revenue Commit, Lumen will invoice Customer and Customer agrees to pay, any shortfall between the Revenue Commit and actual usage.

5. Term. The Initial Service Term of any individual Service not subject to a Revenue Commit and Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to have access to the Service (e.g. day to day, month to month). The Initial Service Term of any individual Service subject to a Revenue Commit and Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Order. Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, unless, prior to expiration of the Initial Service Term associated with Customer's Revenue Commit and Term Commit, Customer signs a new Service Order with a new Revenue Commit and Term Commit, the Service will automatically renew on a pay as you go basis at then current rates listed in the Edge Service portal with no further Revenue Commit or Term Commit.

6. Termination; Effect of Termination.

6.1 Customer may terminate or shutdown any individual server at any time without liability for early termination charges. If any Service subject to a Revenue Commit and Term Commit is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable Initial Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current Revenue Commit (as identified on the applicable Order) multiplied by the number of months remaining in the Initial Service Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

6.2 Customer must follow Lumen's termination or shutdown procedures made available in the Edge Services portal. Failure to follow the procedures may result in continued charges, and Lumen will not credit charges for noncompliance. Lumen will initiate secure erase upon completion of the termination procedures by Customer. Customer is solely responsible for removing and/or backing up any information, content, or Customer Data prior to initiating termination procedures for applicable servers. If Customer is terminating all Services under this Service Schedule, Customer must also comply with any other applicable Notices provision noted below.

7. Data Preservation. If Lumen exercises its right to suspend Customer's access to Services, during the period of suspension (a) Lumen will not take any action to intentionally erase any content and/or stored Customer Data; and (b) applicable usage charges will continue to accrue.

8. Security.

8.1 Without limiting Lumen's express obligations related to the Service, Customer will take reasonable steps to protect and maintain the security of Customer Data and any other content stored on or processed through Edge Bare Metal. Customer is solely responsible for properly configuring and using the Service and implementing reasonable security measures to maintain appropriate security, protection and backup of Customer Data, applications, information or any other content stored on or processed through Edge Bare Metal, which may include the use of encryption technology to protect Customer Data from unauthorized access. Lumen may assist with initial configuration and monitoring subject to the purchase of certain Managed Services. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce security, notwithstanding anything else to the contrary in any Service Attachment or the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner and no security requirements or obligations of Lumen related to any other Lumen Service, including FedRAMP, NIST, FISMA, or other security platforms will apply. In addition, Customer is solely responsible for compliance related to the manner in which the Service is used or accessed by Customer or its End Users.

8.2 Notwithstanding anything to the contrary in the Agreement (including any applicable data process or security terms), Lumen is not responsible for any of the following in relation to Edge Bare Metal: (i) non-physical security, such as access controls, encryption, firewalls, antivirus protection, threat detection, and security scanning; (ii) logging and monitoring; (iii) non-hardware maintenance or support; (iv) data backup, including any redundancy or high-availability configuration; or (v) business continuity and disaster recovery policies or procedures. Customer is solely responsible for securing (other than physical security of the Edge Bare Metal servers), logging and monitoring, maintaining and supporting, and backing up any operating systems, Customer Data, software, and applications Customer uses with, uploads to, or hosts on the Service.

9. Authorization. Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Services is accurate and complete; and (ii) (a) Customer is duly authorized to do business in the country or countries where Customer operates, and (b) Customer's employees, officers, representatives, agents or others accessing the Services or building additional servers or adding additional Services via self-serve or fulfilling other actions made available on its behalf through the Edge Services portal are duly authorized and have full legal capacity (and are therefore, where applicable or required by local law or regulation, granted special, ample and sufficient power of attorney) to do so and to legally bind Customer to these terms and all transactions conducted under Customer's account. Customer may only use the Services to store, retrieve, query, serve, and execute Customer Data that is owned, licensed, or lawfully obtained and processed by Customer.

10. Disclaimer. Lumen reserves the right to make new functionality, products, and services available as "beta" offers. For any offer labeled as "beta", the Beta Program provisions of the Supplemental Terms will apply.

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11. Customer Responsibilities.

11.1 Customer is responsible for ensuring that it has all appropriate permissions to install any Customer provided software and application on the virtual service. Customer is also responsible for enabling Lumen management access, if included as part of the Service.

11.2 Firewall. By default, all external network access to servers in the Service is turned off by firewall policy. Users may open external access to servers by creating the appropriate firewall policy. Users are responsible for the security implications of the firewall rules they create.

11.3 Notices.

11.3.1 Notwithstanding anything to the contract in the Agreement or Service Exhibit, Lumen may provide any notice to Customer under this Service Schedule by: (i) posting a notice on the applicable Website or Edge Services portal; or (ii) sending a message to the email address then associated with the Customer account. Notices posted on the Website or Edge Services portal will be effective upon posting or as otherwise stated in the notice and notices provided by email will be effective when the email is sent. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with the Customer account when the email is sent, whether or not Customer actually receives the email. Customer acknowledges that notice provided in accordance with this section is in lieu of and not in addition to any legal notice section of the Agreement or Service Exhibit. Lumen is not responsible for customers not receiving important notices regarding their account due to incorrect or outdated contact information.

11.3.2 All Customer notices for Service disconnect and termination must be sent via email to Lumen at EdgeServicesIncident@lumen.com. All Customer notices must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective thirty (30) days after Lumen's receipt of the notice. Routine operational notices should be provided in writing to the applicable Lumen sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Service Schedule may result in continued charges, and Lumen will not credit charges for such noncompliance.

11.3.3 Customer acknowledges and agrees that posting on the Website or Edge Services portal (collectively referred to as "Website") is effective notice for all of the following: (a) Fees and charges for any new Service or new feature of a Service will be effective when the updated fees and charges are posted on the Website; fees for new Services or Service features are not applicable until purchased by Customer; and (b) increases to prices listed on the Website or additional new fees and charges for any existing Services at any time.

12. Definitions.

"Revenue Commit" or "Commitment Amount" means a minimum Term Commit and a minimum monthly Revenue Commit in the amount indicated in the applicable Order. Any applicable commit will be expressly documented in a Service Order. Customers may add/modify/disconnect individual Services at any time at will so long as the applicable minimum usage commit is met each month.

"Term Commit" means a minimum term greater than one (1) month, as indicated in the applicable Order.

LUMEN® WAVELENGTH SERVICE – IRU SERVICE SCHEDULE

1. **General.** This Service Schedule is applicable only where Customer orders Lumen® Intercity Wavelength Service or Lumen® Metro Wavelength Service (collectively "Lumen Wavelength Service" or "Service") on an IRU basis. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 **Additional General Terms.** Customer will pay all charges for the Service. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Lumen Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface speeds consist of 2.5Gb, 10Gb, 1GbE, 10GbE, 40GbE, 100GbE, 400GbE, and 1Gb, 2Gb, 4Gb and 10Gb Fibre Channel.

2.2 IRU Grant.

(A) Commencing with the Service Commencement Date and continuing through the end of the Service Term, Lumen will grant to Customer an indefeasible right of use pursuant to the terms and conditions of the Agreement and this Service Schedule in any Lumen Wavelength Service provided on an IRU basis as identified in a Customer Order submitted by Customer and accepted by Lumen.

(B) Upon the expiration of the initial Service Term respecting any Lumen Wavelength Service provided on an IRU basis, the IRU for the particular Lumen Wavelength Service will revert to a month-to-month lease subject to the Lumen Wavelength Service (Lease) Schedule executed between the parties (or if none, the then current standard version of Lumen's Wavelength Service (Lease) Schedule will apply), and the Service Term will continue until terminated by either party upon thirty (30) days' prior written notice to the other party. The monthly recurring charges ("MRCs") for the Wavelength Service under the month-to-month lease will be based on Lumen's then current list rate for MRCs for Lumen Wavelength Service leases. Upon termination, all rights to the use of the Lumen Wavelength Service therein will revert to Lumen without reimbursement of any of the non-recurring IRU charge or other sums, costs, fees or expenses previously paid with respect thereto, and from and after such time Customer will have no further rights or obligations under this Service Schedule with respect thereto unless such rights or obligations are specifically provided in this Service Schedule to survive the Service Term.

2.3 **Service Levels.** Service is subject to the Lumen Service Level Agreement available at www.lumen.com/service-guides and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Interconnection.

(A) **Demarc.** To use the Lumen Wavelength Service, Customer must provide to Lumen, at each Termination Node, a SONET or SDH-framed 2.5Gb or 10Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a 400Gb signal as defined by IEEE 802.3bs, or a 1Gb, 2Gb, 4Gb or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will thereafter be delivered by Lumen, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Lumen Wavelength Service will be the Lumen OSX or fiber termination panel at the Termination Node. Customer will be solely responsible for providing all interconnection equipment used both to deliver Traffic to, and to accept Traffic from, Lumen in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a Lumen Gateway, Customer will provide Lumen with space and power (at no charge to Lumen), as reasonably requested by Lumen, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer premises.

(B) **Construction of Facilities.** With respect to construction of facilities to the Customer premises and installation, maintenance and repair of facilities within the Customer premises, Customer will provide Lumen with access to and the use of Customer's entrance facilities and inside wiring, and/or will procure rights for Lumen allowing the placement of facilities necessary for installation of facilities to deliver the Lumen Wavelength Service to the Customer premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer premises are located, and costs to procure and maintain rights within such building to the Customer premises, will be borne by Customer.

(C) **Third Party Providers.** Where Lumen Wavelength Service is being terminated Off-Net at the Customer premises through a third party provider to be provisioned by Lumen on behalf of Customer, the charges set forth in the Customer Order for such Lumen

LUMEN® WAVELENGTH SERVICE – IRU SERVICE SCHEDULE

Wavelength Service assumes that such Lumen Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer premises, (i) Lumen may charge Customer additional non-recurring charges and/or MRCs not otherwise set forth in the Customer Order for such Lumen Wavelength Service, and (ii) installation of Service may be delayed. Lumen will notify Customer of any additional non-recurring charges and/or MRCs as soon as practicable after Lumen is notified by the local access provider of the amount of such charges.

In addition, where Lumen Wavelength Service is being terminated Off-Net at the Customer premises through an Off-Net Local Loop to be provisioned by Lumen on behalf of the Customer, the charges and the Service Term set forth in the Customer Order for such Lumen Wavelength Service assumes that such Lumen Wavelength Service can be provisioned by Lumen through the local access provider selected by Lumen (and/or Customer) for the stated Service Term. In the event Lumen is unable to provision such Lumen Wavelength Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Customer Order, Lumen reserves the right, regardless of whether Lumen has accepted the Customer Order, to suspend provisioning of such Lumen Wavelength Service and notify Customer in writing of any additional non-recurring charges, MRCs and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to Lumen within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Lumen Wavelength Service will be cancelled without cancellation or termination liability of either party. Lumen does not guarantee that any Lumen Wavelength Service will be provided by a specified local access provider.

3.2 Use of Capacity.

(A) Customer acknowledges and agrees that its rights are limited to the use of the Lumen Wavelength Service only, and that Customer will keep the Lumen network free from any liens, rights or claims of any third party attributable to Customer.

(B) Customer will not use the Lumen Wavelength Service in a way which interferes in any way with or otherwise adversely affects the use of the Lumen network by any other entity using the Lumen network or capacity therein.

3.3 Charges.

The charges for each Lumen Wavelength Service consist of three (3) components: (1) a non-recurring installation charge ("NRC") payable pursuant to Section 3.3(A); (2) a non-recurring IRU charge payable pursuant to Section 3.3(B); and (3) an annual recurring O&M charge payable pursuant to Section 3.3(C).

(A) For each Lumen Wavelength Service provided on an IRU basis, Customer agrees to pay to Lumen the NRC set forth in the Customer Order applicable to such Lumen Wavelength Service. Such NRC will be due (regardless of whether Lumen issues an invoice) within five (5) days of Customer's receipt of the Customer Welcome Letter or notification by Lumen to Customer of receipt of the Customer Order respecting such Lumen Wavelength Service.

(B) For each Lumen Wavelength Service provided on an IRU basis, Customer agrees to pay to Lumen the non-recurring IRU charge set forth in the Customer Order applicable to such Lumen Wavelength Service. The Deposit for any purchase of Lumen Wavelength Service will be due (regardless of whether Lumen issues an invoice) within five (5) days of Customer's receipt of the Customer Welcome Letter or notification by Lumen to Customer of receipt of the Customer Order; the balance of the non-recurring IRU charge will be invoiced by Lumen at the time that the Connection Notice or other notification by Lumen to Customer of installation for such Lumen Wavelength Service is delivered.

(C) Operation and Maintenance Charges (O&M).

(1) For each Lumen Wavelength Service provided on an IRU basis, Customer agrees to pay to Lumen, commencing with the applicable Service Commencement Date and continuing until the expiration of the applicable Service Term, an annual recurring O&M charge set forth in the Customer Order applicable to such Lumen Wavelength Service ("O&M Charge"). The O&M Charge is intended to cover the expenses of supplying power, operations and maintenance services necessary to continue effective availability of the Lumen Wavelength Service for the Service Term.

(2) The O&M Charge will be increased on each anniversary of the Service Commencement Date by the increase, if any, in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), for the preceding twelve (12) month period. In the event such index will cease to be computed or published, Lumen may, in its reasonable discretion, designate a successor index to be used in determining any increase to the O&M Charge.

(3) The O&M Charge will be invoiced annually in advance (commencing on the Service Commencement Date and each year thereafter during the Service Term).

4. Reserved.

**LUMEN® WAVELENGTH SERVICE – IRU
SERVICE SCHEDULE**

5. **Definitions.** Any capitalized terms used in this Service Schedule and not otherwise defined will have the meanings set forth in the Agreement.

"Deposit" means an amount equal to twenty-five percent (25%) of the non-recurring IRU charge for any Lumen Wavelength Service purchased under this Service Schedule.

"IRU" means an indefeasible (except as otherwise provided in this Service Schedule) right to use Lumen Wavelength Service purchased under this Service Schedule.

"Protected" means any Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Termination Node" means the locations within Lumen's facilities or within Customer premises in each of the cities in which termination is available. Each Lumen Wavelength Service will contain two (2) Termination Nodes, the exact location of which will be set forth in the Customer Order.

"Unprotected" means any Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

LUMEN WAVELENGTH LEASE SERVICE SCHEDULE

1. **General.** This Service Schedule is applicable only where Customer orders Intercity Wavelength Service, Metro Service, or International Wavelength Service (collectively "Wavelength Service" or "Service") on a lease basis. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 **Additional General Terms.** Customer will pay all charges for the Service. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. **Service Description.** Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface consists of 2.5Gb, 10Gb, 1GbE, 10GbE, 40GbE, 100GbE and 400GbE, OTU1, OTU2, OTU2e, OTU3, OTU4 and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

2.1 **Service Levels.** Service is subject to the Lumen Service Level Agreement available at www.lumen.com/service-guides and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. **Customer Responsibilities.**

3.1 **Interconnection.**

(A) **Demarc.** To use the Wavelength Service, Customer must provide to Lumen, at each Termination Node, a SONET or SDH-framed 2.5Gbor 10Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, 40Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a 400Gb signal as defined by IEEE 802.3bs, a OTU1, OTU2, OTU2e, OTU3, OTU4 signal, as defined by ITU G.709, or a 1Gb, 2Gb, 4Gb, 8Gb, or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will then be delivered by Lumen, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Wavelength Service will be the Lumen OSX or fiber termination panel at the Termination Node. Customer will be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from Lumen in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a Lumen gateway, Customer will provide Lumen with space and power (at no charge to Lumen), as reasonably requested by Lumen, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer premises.

(B) **Construction of Facilities.** With respect to construction of facilities to the Customer premises and installation, maintenance and repair of facilities within the Customer premises, Customer will provide Lumen with access to and the use of Customer's entrance facilities and inside wiring, and will procure rights for Lumen allowing the placement of facilities necessary for installation of facilities to deliver the Wavelength Service to the Customer premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer premises are located, and costs to procure and maintain rights within such building to the Customer premises, will be Customer's responsibility.

(C) **Third Party Providers.** Where Wavelength Service is being terminated Off-Net at the Customer premises through a third party provider to be provisioned by Lumen on behalf of Customer, the charges set forth in the Order for such Wavelength Service assumes that such Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer premises, (i) Lumen may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Order for such Wavelength Service, and (ii) installation of Service may be delayed. Lumen will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Lumen is notified by the local access provider of the amount of such charges.

In addition, where Wavelength Service is being terminated Off-Net at the Customer premises through an Off-Net local loop to be provisioned by Lumen on behalf of the Customer, the charges and the Service Term set forth in the Order for such Wavelength Service assumes that such Wavelength Service can be provisioned by Lumen through the local access provider selected by Lumen or Customer for the stated Service Term. In the event Lumen is unable to provision such Wavelength Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Order, Lumen reserves the right, regardless of whether Lumen has accepted the Order, to suspend provisioning of such Wavelength Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to Lumen within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Wavelength Service will be cancelled without

LUMEN WAVELENGTH LEASE SERVICE SCHEDULE

cancellation or termination liability of either party. Lumen does not guarantee that any Wavelength Service will be provided by a specified local access provider.

4. Reserved.

5. Definitions. All capitalized terms that are used, but not defined in this Service Schedule are defined in the Agreement or Order.

"Customer Commit Date" means the date Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of an Order.

"E2E" means end to end, and includes the On-Net and Off-Net components of Services taken together.

"Excused Outage" means outages during scheduled maintenance or force majeure.

"Off-Net" means Services that are not On-Net.

"On-Net" means Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment.

"OSX" means optical shelf cross-connect.

"Protected" means any Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Termination Node" means the locations within Lumen's facilities or within Customer premises in each of the cities in which termination is available. Each Wavelength Service will contain two (2) Termination Nodes, the exact location of which will be set forth in the Order.

"Unavailable" or "Unavailability" means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds ("SESS") on the affected Wavelength Service until the first of ten (10) consecutive non-SESS as defined by accepted industry standards.

"Unprotected" means any Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

**LUMEN MASTER SERVICE AGREEMENT
LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

1. General. This Service Schedule forms part of the Master Service Agreement between Lumen and Customer ("Agreement") and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer hereunder.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

2. Services.

2.1 Service Description. MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over Lumen's MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together "Customer Sites") through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN ("SNLAN") allows multiple Customer locations to interconnect within a single Lumen-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.

2.2. Additional Features.

Additional features and functionality may include:

a. Enhanced Reporting. Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer's location, Enhanced Management will be included with Customer's MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

b. Class of Service (CoS). Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If a Service Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the Committed Information Rate or Peak Information Rate.

c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access in the domestic U.S. and VPLS services with Ethernet access outside of the U.S., Lumen provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

2.3. Additional Services.

The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

a. Lumen Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

b. Lumen Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management ("APM") which provides near real-time information for live monitoring and historical data for

**LUMEN MASTER SERVICE AGREEMENT
LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").

d. Managed Network Services. As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Secure Access. As an additional Service offering, where available Customer may order Secure Access Site and Secure Access Cellular.

f. Managed Security Services. As an additional Service offering, if available Customer may order certain managed security services ("MSS") which may be available on a cloud-based (MSS-Cloud) solution. The MSS Cloud solution may also be referenced as a Secure Internet Access Firewall or SIA Firewall when ordered in conjunction with Lumen MPLS Service.

2.4. On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.5 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

3.2 General Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer shall (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

3.4 Latin American Services. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen Affiliate which provides the local Service(s) containing terms necessary to comply with local laws/regulations, and such Lumen Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact

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LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
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Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**LUMEN MASTER SERVICE AGREEMENT
INTERNET SERVICES SERVICE SCHEDULE**

1. **General.** This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

1.1 **Additional General Terms.** Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 **Service Description.** Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports. Additional features and functionality may include:

- a. IP Addresses. IP Address space with proper justification.
- b. Primary DNS / Secondary DNS. Primary or Secondary DNS as requested.
- c. Static routing / BGP peering. Static routing or BGP peering options available.
- d. On-line bandwidth utilization reports. On-line bandwidth utilization reports available through the customer portal.
- e. Basic security service. Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000.

2.2 Billing Types.

Flat Rate. Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Commit Plus Burst. For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate ("CDR")/Committed Information Rate ("CIR"). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Data Rate (PDR) or Peak Information Rate (PIR) may apply, which is the maximum available bandwidth.

Billing Arrangement. Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge ("CMUC"), is based on the Committed Data Rate ("CDR") (or the Aggregate Committed Data Rate ("ACDR") or Aggregate Committed Information Rate ("ACIR")). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

2.3 **On-Net and Off-Net Access.** Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access

**LUMEN MASTER SERVICE AGREEMENT
INTERNET SERVICES SERVICE SCHEDULE**

Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to arrange Internet Services using third party providers ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, South Korea, Taiwan, Thailand, and Vietnam. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service to Customer (and/or any of its Affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen shall provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen shall provide as much notice as is practicable under the particular emergency condition.

2.7 Intended Use. Any High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen Affiliate, then Lumen, in its sole discretion, shall have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon

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termination of Service, and Customer shall cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

Last Updated: October, 2017

End User Terms - Retarus

THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE PRODUCTS AND SERVICES ("SERVICES") AND IS AN AGREEMENT BETWEEN SAVVIS COMMUNICATIONS CORPORATION d/b/a CENTURYLINK TS AND ITS AFFILIATES ("CENTURYLINK" "WE" "US" "OUR") AND YOU OR THE ENTITY YOU REPRESENT ("YOU" OR "YOUR"). THIS "SERVICE AGREEMENT" CONSISTS OF THESE TERMS, THE ACCEPTABLE USE POLICY ("AUP"), ANY ORDERS YOU SUBMIT, AND THE APPLICABLE SERVICE LEVEL AGREEMENT ("SLA"), IF ANY. THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK AN "I ACCEPT" BUTTON (THE "EFFECTIVE DATE"). YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND LAWFULLY ABLE TO ENTER INTO CONTRACTS. IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY, SUCH AS THE COMPANY YOU WORK FOR, YOU REPRESENT TO US THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND CENTURYLINK REGARDING THE SERVICES AND SUPERSEDES AND REPLACES ANY PRIOR AGREEMENT, UNDERSTANDING, OR COMMUNICATION, WRITTEN OR ORAL

1. SERVICES.

1.1 CenturyLink agrees to provide the Services subject to this Agreement and contingent on CenturyLink's acceptance of your Order. "Services" means those CenturyLink services set forth in Orders accepted by CenturyLink. "Orders" means those requests for Services submitted through the CenturyLink website shopping cart, Service Management Console or Application Programming Interface ("API"), as applicable, that contain the relevant specification, volume and pricing details. CenturyLink grants you a limited, revocable, non-exclusive, non-transferrable license during the Term to access and use the Services solely in accordance with this Agreement. CenturyLink may reject any Order in its reasonable discretion and Customer issued purchase orders will not constitute an Order or modify the terms of any Order or the Agreement. CenturyLink's provisioning of the Services described in an Order shall be our sole acceptance of the Order.

1.2 SLA/Support. The SLA applicable to the Services is located at <https://apps.centurylink.com/slas>. The SLA provides Customer's sole and exclusive remedies for any service quality or performance deficiencies or failures of any kind.

CenturyLink will provide support for the Services 24 hours per day, 7 days a week. You are responsible for providing training and any other support to your End Users, if any, and CenturyLink shall have no responsibility whatsoever for such support. You may also have the option to purchase additional support programs as made available through our website at <https://apps.centurylink.com/fastforward-onboarding>.

1.3 Access to the Services.

You may access the Services via the online Service Management Console, or via a CenturyLink-provided API. To access the Services, you must create a CenturyLink account with a valid e-mail address. You may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and CenturyLink is not responsible for any unauthorized access to your account, except to the extent it results directly from our breach of this Agreement. You will contact us immediately if you believe an unauthorized third party is using your account or if your account information is lost or stolen.

2. YOUR RESPONSIBILITIES.

2.1 You agree to: (i) comply with this Agreement, applicable law and the CenturyLink Acceptable Use Policy (located at <https://apps.centurylink.com/use-policy>); (ii) pay all fees and applicable Taxes for the Services, (iii) use reasonable security precautions in light of your use of the Services, including encrypting any personally identifiable information or other sensitive, non-public information transmitted, stored or processed using the Services, and ensure your End Users, if any, do the same (iv) provide reasonable cooperation with CenturyLink's investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing, credit card, Notices and other account information up to date; and (vi) immediately notify CenturyLink of any suspected unauthorized use of your account or the Services or any other breach of security. CenturyLink's reasonable determination shall control if there is a dispute between us regarding the interpretation of applicable law or the AUP.

2.2 Security and Backup. You acknowledge that you are responsible for taking your own steps to maintain appropriate security, protection and backup of your content, which may include the use of encryption technology to protect your content from unauthorized access and routinely archiving your content. CenturyLink log-in credentials and any CenturyLink-provided security keys, including Third Party Licensor (as defined below) keys, are for your internal use only and you are responsible for keeping them available and secure. Lost security keys will result in permanently lost or inaccessible data, for which CenturyLink and its Third Party Licensors shall have no liability whatsoever.

2.3 End Users. You are responsible for End Users' content and use of the Services. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to the Services. For purposes of this Agreement, any content of or use of the Services by your End Users will be deemed to be your content or use of the Services. "End Users" means your members, affiliates, employees, agents, contractors, customers or any other third parties who utilize or access the Services or the CenturyLink infrastructure through your Services or your account.

3. FEES.

3.1 You agree to pay all fees stated in your Order. Fees consist of monthly recurring charges or a term commitment charge ("Base Fee") and/or usage based and non-recurring charges (such as set up fees, overages, and domain name registration) ("Usage Fees"). Base Fees will be charged in advance and are non-refundable, meaning recurring monthly Base Fees and term commitment Base Fees are not returned or refunded to you in the event the Service is terminated before the end of the relevant month or the conclusion of the committed term. Depending on your purchase arrangement, CenturyLink will charge your credit card without invoice or invoice you as follows: (i) Base Fees will be billed in advance, on or around the first day of each monthly billing cycle or the first day of the term commitment period, as applicable and (ii) Usage Fees will be billed on or around the date incurred or on or around the first day of the billing cycle that follows the date incurred, at our option. For certain Services that require a term commitment, an early termination fee may be billed to you if the Service is terminated before completion of the required term.

3.2 By supplying credit card information to CenturyLink, you expressly authorize CenturyLink to charge your credit card without invoice for charges that apply to your account. CenturyLink will automatically charge your credit card for Service charges on the schedule set forth above. You are solely responsible for promptly updating or notifying CenturyLink of any changes to your credit card information, including without limitation, card number, expiration date, billing address, or card status. You acknowledge that false, inaccurate, or non-current credit card information, or any other issue preventing CenturyLink from processing your credit card payment, may result in Service provisioning delays or the immediate suspension or termination of Services.

3.3 Your billing cycle will be monthly, beginning on the date of your first order for Services. CenturyLink may charge interest on overdue amounts at 1.5% per month (or the maximum legal rate if it is less than 1.5%). If CenturyLink brings a legal action or engages a collection agency to collect past due amounts from you, you must also pay CenturyLink's reasonable costs of collection, including attorney fees and court costs. All fees are stated and will be charged in US Dollars. Any "credit" that we may owe you, such as a credit under an SLA, will be applied to fees due from you for services, and will not be paid to you as a refund. You authorize CenturyLink to obtain a credit report at any time during the Term of the Agreement.

3.4 All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption

certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

3.5 If you purchase certain CenturyLink stand-alone applications or applications combined together with other communications services in a specially priced bundle, you may have agreed to a term commitment for the stand-alone applications and applications in the bundle. You will be billed monthly for the stand-alone applications and the bundle applications combined with services and if you terminate the applications or any portion of the bundle early, you will be charged an early termination fee for the terminated portion that may be prorated for the number of months remaining in the term. The standard monthly rates will apply for any remaining applications or services.

4. CHANGES

4.1 To this Agreement. You agree that we may modify these terms and conditions, the AUP, or the SLA at any time by posting a revised version of the relevant document on the CenturyLink website, the Service Management Console, or by other notice to you such as email. Such modifications will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service after the effective date of any such modifications, you agree to be bound by the modified terms. In addition, you acknowledge that we may change or discontinue any of the Services or change or remove features or functionality of the Services from time to time.

4.2 To the Fees. For Services that are billed on a usage only or month-to-month basis, we may increase fees at any time on thirty (30) days advance notice. For Services that are billed under a term commitment longer than one month, we may increase your fees effective as of the first day of the renewal term following our notice to you of the fee increase. Notwithstanding anything else in the Agreement to the contrary, no more than once per calendar year, CenturyLink may increase the fees for Services with a term commitment longer than one month in an amount as mandated by a Third Party Licensor or an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in our notice of the increase to you.

4.3 To the APIs. You acknowledge that we may change, discontinue or replace any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or replaced for 12 months after such action, unless providing such support would pose a security or intellectual property issue, is economically or technically impractical, or may violate law or governmental requests.

5. TERM. The Term of this Agreement will commence on the Effective Date and will remain in effect for as long as we continue to provide you with Services. The initial term for each Order begins on the date we make the Services available to you and continues for the period stated in the Order, if any unless it is terminated by you or us in accordance with Section 7. If no period is stated in the Order, then the initial term shall be one month. Upon expiration of the initial term, the Order will automatically renew for successive renewal terms of one month each, unless and until one of us gives the other a written notice of non-renewal prior to the expiration of the current term. You must follow CenturyLink's non-renewal processes accessible from the CenturyLink website or Service Management Console to give an effective notice of non-renewal.

6. SUSPENSION.

6.1 We may suspend your Services without liability if: (i) we reasonably believe that the Services are being used in violation of the Agreement, including the AUP, (ii) we discover that you are, or are affiliated in any manner with, a person who has used similar services abusively in the past; (iii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iv) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent, (v) we reasonably believe that suspension of the Services is necessary to protect our infrastructure or our other customers, (vi) your credit card is invalid or unacceptable for payment for any reason or a payment for the Services is otherwise overdue following notice to you, or (vii) suspension is required by law or legal process. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to comply with law or legal process or to protect CenturyLink or its other customers from imminent and significant operational or

security risk.

6.2 If we suspend your right to access or use any portion or all of the Services: (a) you remain responsible for all fees and charges you have incurred through the date of suspension; (b) you remain responsible for any applicable fees and charges for any Services to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; (c) you will not be entitled to any service credits under the SLA for any period of suspension; and (d) we will not erase any of your content as a result of your suspension, except as specified elsewhere in this Agreement. Our right to suspend your or any End User's right to access or use the Services is in addition to our right to terminate this Agreement pursuant to Section 7.

7. Termination.

7.1 Termination for Convenience. You may terminate this Agreement for any reason by (i) providing us notice and (ii) closing your account for all Services for which we provide an account closing process, or (iii) in the case of specific Services, affirmatively deleting such Services from the Service Management console and thereby immediately erasing and deleting all related customer content, resources, and account information. Such a deletion of Service is effectively immediate and you will have no access to backups of your data, content, account, or compute and network resources. You must follow CenturyLink's termination processes accessible from the CenturyLink website or Service Management Console to effectively terminate a Service. Your termination for convenience of the Agreement or any Service will be effective when you complete steps (i) and (ii), or (iii) in the first sentence of this paragraph. Because Base Fees are charged in advance and are non-refundable, recurring monthly Base Fees and term commitment Base Fees shall not be refunded to you in the event you terminate the Agreement or a Service before the end of the relevant month or the conclusion of the committed term, as applicable. For certain Services that require a term commitment, an early termination fee may be billed to you if the Service is terminated before completion of the required term. We may terminate this Agreement for any reason by providing you 30 days advance notice.

7.2 Termination for Cause By Either Party. Either party may terminate this Agreement for cause upon 30 days prior written notice to the other party in accordance with Section 17 if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. If you terminate the Agreement or a Service pursuant to this Section 7.2, any recurring monthly Base Fees or term commitment Base Fees that you have paid in advance will be refunded to you.

7.3 Termination for Cause By Us. We may also terminate this Agreement immediately upon notice to you (i) if any act or omission by you or any End User results in a suspension described in Section 6, (ii) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, (iii) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (iv) in order to comply with the law or requests of governmental entities, (v) if we determine use of the Services by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason, (vi) if we discover that the information you provided to us about yourself or your proposed use of the Services was materially inaccurate or incomplete, (vii) if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into the Agreement at the time you did so, or if you are an entity or fiduciary, you raise any claim that the individual submitting the Order for Services did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer; or (viii) a credit report indicates you no longer meet our reasonable credit criteria.

7.4. Effect of Termination.

Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate, (ii) you remain responsible for all fees and charges you have incurred through the date of termination, (iii) you will immediately return or, if instructed by us, destroy all CenturyLink materials in your possession, and (iv) Sections 7, 8, 9, 10, 11, 15, 19 and all other provisions that by their nature are intended to survive expiration or termination of the Agreement will continue to apply in accordance with their terms. If the Agreement or a Service is terminated pursuant to Sections 7.1(iii), 7.2 or 7.3, when such

termination is effective, you may have no further access to the Service or your content and your content may be erased by CenturyLink.

8. Intellectual Property.

8.1 Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Except for the rights expressly granted herein, nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by CenturyLink or its Third Party Licensors (as defined below). CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Services. You agree that you will not, and will not attempt to, directly or indirectly, modify, alter, tamper with, repair, reverse engineer, disassemble, decompile or apply any other process or procedure to derive the source code or create derivative works of any software, information, material, services, or technology of CenturyLink or its Third Party Licensors.

8.2 Restrictions. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services, (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits, or otherwise in violation of law. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or Third Party Licensors, any patent infringement or other intellectual property infringement claim regarding any Services you have used.

8.3 Feedback If you provide any feedback to us or our affiliates regarding the Services, we will own all right, title, and interest in and to such feedback, even if you have designated the feedback as confidential. We and our affiliates will be entitled to use the feedback without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the feedback and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the feedback. .

9. Indemnification.

9.1. General. You will defend, indemnify, and hold harmless us, our affiliates and Third Party Licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (i) your or any End Users' use of the Services, CenturyLink infrastructure, or Licensor Products (as defined below); (ii) breach of this Agreement or violation of applicable law by you or any End User; (iii) your content or the combination of your content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your content or by the use, development, design, production, advertising or marketing of your content; or (iv) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable legal fees incurred in responding to the third party subpoena or other compulsory legal order or process.

9.2. Process. We will promptly notify you of any claim subject to Section 9.1, but our failure to promptly notify you will only affect your obligations under Section 9.1 to the extent that our failure prejudices your ability to defend the claim. You may: (i) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (ii) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

10. Disclaimers.

OTHER THAN AS MAY BE DESCRIBED IN AN SLA, THE SERVICES AND ANY LICENSOR PRODUCTS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND THIRD PARTY LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, LICENSOR PRODUCTS, OR ANY SOFTWARE OR MATERIALS PROVIDED THEREWITH, OR THE RESULTS TO BE ACHIEVED THEREFROM, INCLUDING ANY WARRANTY THAT THE

SERVICES, LICENSOR PRODUCTS OR SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, SECURE OR FREE OF HARMFUL COMPONENTS, OR THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND THIRD PARTY LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY BY ANY THIRD PARTY.

11. Limitations of Liability.

11.1 WE AND OUR AFFILIATES AND THIRD PARTY LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR THIRD PARTY LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (i) YOUR INABILITY TO USE THE SERVICES OR LICENSOR PRODUCTS, INCLUDING AS A RESULT OF ANY (a) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES OR LICENSOR PRODUCTS, (b) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES OR LICENSOR PRODUCTS, OR, (c) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES OR LICENSOR PRODUCTS; OR (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND THIRD PARTY LICENSORS' TOTAL, AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 3 MONTH PERIOD PRECEDING THE CLAIM.

11.2 SECTIONS 10 AND 11 WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN. THESE LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE SERVICES AND LICENSOR PRODUCTS AND UNDERSTANDS THAT THE PRICES WOULD BE HIGHER IF CENTURYLINK AND ITS THIRD PARTY LICENSORS WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES. CENTURYLINK AND ITS THIRD PARTY LICENSORS WOULD NOT AGREE TO ENTER THIS AGREEMENT WITHOUT SUCH DISCLAIMER AND LIMITATIONS ON LIABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CENTURYLINK, ITS EMPLOYEES, AGENTS, THIRD PARTY LICENSORS, OR ANYONE ELSE INVOLVED IN THE PROVISION OR SUPPORT OF THE SERVICES AND LICENSOR PRODUCTS WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION OR ADVICE.

12. Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services, including your transfer and processing of your content, the provision of your content to End Users, if any, and the CenturyLink region in which any of the foregoing occur.

13. EXPORT MATTERS.

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom CenturyLink is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that

is located in or is a national of Cuba, Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

14. U.S. Government Rights. The Services are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Services. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15. Third Party Licensors/Products.

15.1 CenturyLink may provide use of or access to software or technology from a third party vendor who licenses or otherwise grants a right to CenturyLink or you to access or use its Licensor Products in connection with the CenturyLink Services (a “Third Party Licensor”). For purposes hereof, “Licensor Products” means any Third Party Licensor software, service, or technology and all intellectual property rights associated therewith, including without limitation, any worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights that are made available in connection with the Services.

15.2 If you have a separate agreement with a third party which permits you to use a Licensor Product, you represent and warrant to us that such agreement is in effect and applicable to your use of the Licensor Products with the Services. If you do not have a separate agreement, the third party agreement for Licensor Products may be accessible at the link, <https://apps.centurylink.com/license-agreements>. Prior to using the relevant Licensor Products, you agree that you have reviewed the agreements within this link and have accepted the third party vendor’s terms and conditions. You agree that you will provide CenturyLink with evidence of such licensing and your agreement to it as CenturyLink may reasonably require prior to the commencement of the Services, and from time to time as necessary to update the status of the license. If you fail to provide the required evidence of licensing CenturyLink may, at its option, either (i) suspend the Services that were to include such software until the evidence is provided, (ii) provide the Services in reliance on CenturyLink’s licensing agreement with the vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement. If you do not have a separate license agreement with a Third Party Licensor for the relevant Licensor Product or the Third Party Licensor agreement does not appear in the link described above, then, in addition to the terms of this Agreement, you agree that your use of a third party vendor’s software is subject to and governed by the terms set forth in the remainder of this Section 15.

15.3 Subject to compliance with the terms of this Agreement and payment of all fees and charges due hereunder, Third Party Licensor hereby grants you a non-perpetual, non-exclusive, terminable, non transferable, worldwide and limited license during the Term of this Agreement to copy, install, access, display, run, or otherwise interact with the Licensor Products solely as required to obtain the benefits of the Licensor Products connection with the Services as provided by CenturyLink. If you download any Licensor Product, you are permitted to (i) install and use Licensor Products on a computer or other storage device; or (ii) install and use Licensor Products on a networked file server for the purposes of (a) permanent installation onto hard disks or other storage devices or (b) use of the Licensor Products over such network; and (iii) make backup copies of the Licensor Products, solely to permit you to obtain the benefits of the Licensor Products in connection with the Services as provided by CenturyLink. Each Third Party Licensor retains and reserves all rights in its intellectual property not expressly granted to you herein.

15.4 To the extent Licensor Products include their own third party technology, Third Party Licensor grants a non-exclusive, non-transferable, limited sublicense to use the third party technology solely in connection with and for the sole purpose of using such Licensor Products during the Term of this Agreement.

15.5 Your license and any other rights to any Licensor Products pursuant to this Agreement will automatically terminate upon expiration or termination of this Agreement. You agree to promptly delete all Licensor Products, and any copies thereof, and all Third Party Licensor confidential information in your control or possession, including on any computer system or storage media, upon any expiration or termination of this Agreement. You further agree to destroy any other materials related to the

Licensor Products in your possession or control, regardless of its format or containing medium, within thirty (30) days of the date of termination or expiration.

15.6 You acknowledge that Licensor Products constitute valuable trade secrets of the Third Party Licensor and/or its suppliers. You (and anyone under your control or direction): (a) will not modify, translate, decompile, create or attempt to create by reverse engineering or otherwise, the source code from the object code of any Licensor Product, or adapt a Licensor Product in any way to create a derivative work; (b) will not, and will not authorize any third party to use, reproduce, sublicense, distribute or dispose of a Licensor Product in whole or in part to enable such third party to benefit from the use or functionality of the Licensor Product, including, without limitation, via timesharing, service bureau arrangements or otherwise; and (c) will comply with all reasonable requests made by a Third Party Licensor in relation to the protection of its intellectual property rights hereunder. If you engage in any activity in violation of this section, all profits and proceeds from such unauthorized activity, if any, will accrue to the Third Party Licensor and/or its suppliers, who will be the owner of same whether or not made in compliance with this Agreement.

15.7 The Licensor Products and any worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights relating thereto are the exclusive property of the Third Party Licensor and its suppliers and licensors. Third Party Licensor owns and exclusively retains all rights in and title to the Licensor Products and all future functionality and product developments thereto, if any. You have no right to modify, duplicate or reverse-engineer any aspect of the Licensor Products.

15.8 You are expressly prohibited from removing, modifying or obscuring any copyright, trademark, patent or other proprietary rights notices that are contained in or on any Third Party Licensor products and services. You have no right under this Agreement to use any Third Party Licensor logos in any manner whatsoever. You must not undertake any action that will interfere with or diminish any right, title or interest in the trademark(s) or trade name(s) of any Third Party Licensor.

15.9 You shall not offer, market, resell or otherwise provide any Licensor Products made available in connection with the Services to any third parties. You are not authorized, solely by virtue of this Agreement, to act as a service provider in connection with or a reseller of any Licensor Products, or similarly make available Licensor Products for commercial profit.

15.10 You acknowledge and agree that: (a) the restrictions set forth in this Section are reasonable in the circumstances; (b) a violation of any of the provisions of this Section will result in immediate and irreparable harm and damage to the Third Party Licensor; and (c) in the event of any violation of any provision of this Section, the Third Party Licensor will be entitled to equitable relief by way of temporary or permanent injunction or specific performance, and to such other relief as any court of competent jurisdiction may deem just and proper. You hereby expressly submit to the personal jurisdiction of any such court in an action seeking such relief.

15.11 You must cooperate with CenturyLink in the event that any Third Party Licensor requests CenturyLink's participation in an audit of the Licensor Products. You agree that CenturyLink can provide a Third Party Licensor with (a) a list of the Licensor Products which run on your CenturyLink Services and (b) the relevant volume of such Licensor Products (e.g., number of instances, seats) provided to you by CenturyLink. If a Third Party Licensor determines that you are non-compliant with their licensing terms or program requirements and you do not cure the non-compliance within a time period specified by such vendor, then CenturyLink may terminate this Agreement, the provision of any or all Services to you, or both.

15.12 Third Party Licensors are intended third party beneficiaries to the terms in this Section 15 and as such may assert any applicable rights set forth herein as may be necessary to protect their intellectual property rights or other confidential or proprietary material. For greater clarity, You acknowledge and agree that (i) Third Party Licensors are also intended beneficiaries of the rights, remedies and disclaimers of CenturyLink under the AUP; and (ii) any reference to "Services or Infrastructure" under such AUP shall also mean "Licensor Products".

15.13 In the event of a conflict between the commercial terms of this Agreement and any other Third Party Licensor end user agreement you may be required to accept in order to access or use Licensor Products in connection with the CenturyLink Services, including without limitation terms relating to pricing, termination, payment, and service levels, the terms of this Agreement will prevail.

16. Third Party Smart Phone Applications.

16.1 Usage. The functionality within third party smart phone applications is dependent upon your connectivity to the wireless network through your wireless phone carrier, not CenturyLink or the third party smart phone application provider. By downloading and continuing to use a smart phone application, you acknowledge and understand that the smart phone application uses minutes on your wireless plan through your wireless carrier as well as through the smart phone applications; talk time minutes use both plans. Some smart phone application plans include restricted minute plans. When you meet the smart phone application purchased minute threshold, the smart phone application minute plan will stop allowing access to voice calls and SMS texting through the smart phone application.

16.2 E911. CenturyLink does not warrant e911 access through smart phone applications. You acknowledge and understand that access to e911 is fully dependent on the wireless network through your wireless carrier and not the smart phone application. You further acknowledge and understand that you should use the "emergency call" function on your smart phone and not the smart phone application for emergency calling.

16.3 CALEA. CenturyLink will follow all public privacy and privacy regulations as required by law and in accordance with CenturyLink policy. CenturyLink is an authorized reseller of the smart phone application and does not carry voice or SMS traffic over the wireless network.

17. NOTICES.

Your routine communications regarding the Services should be sent using your account on the CenturyLink portal. If you want to give us a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and by overnight courier or first-class United States mail to:

legalnotices@centurylink.com
Vice President, Commercial Law
CenturyLink Law Department
600 New Century Parkway
New Century, KS 66031
Facsimile: 913-791-2377

CenturyLink's routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail, United States mail, or overnight courier, except that CenturyLink may give certain notices as described elsewhere in this Agreement. Notices are deemed received as of the time delivered, or if that time does not fall within a business day, as of the beginning of the first business day following the time delivered. For purposes of counting days for notice periods, the business day on which the notice is deemed received counts as the first day.

18. NO HIGH RISK USE.

You may not use the Services or any Licensor Products in any situation where failure or fault of the Services or Licensor Products could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the

Services or Licensor Products in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

19. IP ADDRESSES.

Upon expiration or termination of the Agreement, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you by CenturyLink in connection with Services, including pointing the DNS for your domain name(s) away from CenturyLink Services. You agree that CenturyLink may, as it determines necessary, make modifications to DNS records and zones on CenturyLink managed or operated DNS servers and services.

20. ASSIGNMENT/SUBCONTRACTORS

You may not assign the Agreement without CenturyLink's prior written consent. We may assign the Agreement in whole or in part to an Affiliate or as part of a corporate reorganization or a sale of our business, and we may transfer your Confidential Information as part of any such transaction. CenturyLink may use third party service providers to perform all or any part of the Services, but CenturyLink remains responsible to you under this Agreement for work performed by its third party service providers to the same extent as if CenturyLink performed the Services itself.

21. FORCE MAJEURE

Neither of us will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

22. CONFIDENTIALITY

You shall not use or disclose the Confidential Information of CenturyLink or its Third Party Licensors during the Term of this Agreement and for 2 years following the expiration or termination hereof. You agree to take all reasonable precautions to protect the Confidential Information of CenturyLink or its Third Party Licensors, using at least the same standard of care as you use to maintain the confidentiality of your own Confidential Information. Notwithstanding the foregoing, you may disclose Confidential Information: (i) to any consultants, contractors, and counsel who have a need to know in connection with this Agreement and who have executed a reasonably protective non-disclosure agreement with you, or (ii) pursuant to legal process; provided that, you must, unless legally prohibited, provide CenturyLink or its Third Party Licensor with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure. "Confidential Information" means non-public information of CenturyLink or its Third Party Licensors relating to their business activities, financial affairs, technology, software, services, material, pricing, marketing or sales plans that may be provided to or accessible by you in connection with this Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of the Agreement by you, (ii) is received by you from a third party not under a duty of confidence, or (iii) is already known or is independently developed by you without use of the Confidential Information.

23. MAINTENANCE

Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

24. GOVERNING LAW, DISPUTES

The Agreement is governed by the laws of the State of Colorado, exclusive of any Colorado choice of law principle that would require the application of the law of a different jurisdiction, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. With the sole exception of actions under Section 15, each of us agrees that any dispute or claim, including without limitation, statutory, contract or tort claims, relating to or arising out of this Agreement or the alleged breach of this Agreement, shall, upon timely written request of either of us, be submitted to binding arbitration. The party asserting the claim may elect to have the arbitration be in-person, telephonic or decided based on written submissions. The arbitration shall be conducted in the city in which you reside. The arbitration shall proceed in accordance with the commercial arbitration rules of the American Arbitration

Association ("AAA") in effect at the time the claim or dispute arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service, and who is selected pursuant to the applicable rules of the AAA. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either you or we may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, or to enforce or vacate an arbitration award. We will pay the fee for the arbitrator and your filing fee, to the extent that it is more than a court filing fee. We agree that we will not seek reimbursement of our fees and expenses if the arbitrator rules in our favor. You and we waive any right to a trial by jury. No claim subject to this provision may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

25. MISCELLANEOUS

The Agreement may be modified only by a formal document signed by both parties. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: Section 15 of this Agreement, the relevant Order, the remaining terms of this Agreement, and the AUP. If any part of the Agreement is found unenforceable by a court or other tribunal, the rest of the Agreement will nonetheless continue in effect, and we agree that the tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. Our relationship is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." Sections 7, 8, 9, 10, 11, 15, 19, 22 and all other provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.









NASPO Cloud AR2474 - Amendment 11 - CenturyLink DBA Lumen

Final Audit Report

2021-11-16

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