



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 14

CONTRACT #: AR2474

Starting Date: 9/30/2016 (Unchanged)

Expiration Date: 9/15/2026 (Unchanged)

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

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

The following Service Exhibits attached to this Amendment #14 are hereby added to Attachment E of the Master Agreement:

- Lumen Data Center Facility Services, Service Schedule
- Lumen Wavelength Lease Service Schedule (updated)
- Lumen Service Level Agreement
- Hybrid Technologies Service Exhibit (updated)
- Lumen Cloud Communications Service Schedule
- 911inform SOW Template
- 911inform EULA
- 911inform-lds-service-level-objectives
- Rapid SOS EULA

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

- Adding Lumen Cloud Communications (LCC) (IAAS) Tab 12
- Adding 911inform (VAS) Tab 20

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

Alex Khanin
Alex Khanin (Oct 11, 2023 09:41 MDT)

Oct 11, 2023

Oct 12, 2023

Contractor’s Signature _____ Date

Director _____ Date
 State of Utah Division of Purchasing

Alex Khanin
 Contractor’s Name (Print) _____

Manager Offer Management
 Title (Print) _____

Purchasing Agent	Phone #	E-mail	Contract #
Blake Theo Porter	801-957-7136	btporter@utah.gov	AR2474

LUMEN DATA CENTER FACILITY SERVICES SERVICE SCHEDULE

1. General. "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 is applicable only where Customer orders Data Center Facilities Services ("Services") and incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer (the "Agreement"). Data Center Facility Services may also be designated as Lumen Colocation in Orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule also applies where Customer orders Lumen Cross Connect Service and may be designated as Cross Connect Service (or Stand Alone Cross Connect Service) in Orders, order acceptance, service delivery, billing (and related) documents. Cross Connects are also considered "Services" for purposes of this Service Schedule. 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. These additional terms apply only if they are not already included in your Agreement. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on written notice to Lumen delivered within 30 days of the cost increase taking effect.

All invoices will be issued to the Customer and paid in the currency specified in the Order. 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. If any payment to be made to Lumen under this Service Schedule 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. Service Description.

2.1 Grant of License. Customer is granted the right to install or collocate Customer Equipment in and occupy the Space identified in the Order during the Service Term (unless earlier terminated as set forth in this Service Schedule or in the Agreement). Lumen retains the right to access Space for any legitimate business purpose at any time. Nothing in this Service Schedule creates or vests in Customer (or in any other person) any leasehold estate, easement, ownership interest, or other tenant or real property right or interest of any nature in the Facilities. Customer expressly disclaims any right, title or interest in, or any perpetual right to use, the Facilities, the Space, and any equipment or other property in the Facilities.

2.2 Customer Equipment will comply with the Documentation and any equipment criteria applicable to each Facility, a copy of which will be provided to Customer upon request, and if requested Customer will demonstrate compliance to the satisfaction of Lumen. Customer will ensure that Customer Equipment is physically segregated, in a manner satisfactory to Lumen, from equipment of Lumen, its suppliers or other customers.

2.3 Use of and Access to Space. Customer may only use the Service and the Space for its, and its affiliate's internal business purposes and not for resale, remarketing or redistribution. Placement of Customer Equipment in the Space or use of the Service for any other purpose is strictly prohibited. Customer or Customer's employees, agents, contractors or other third parties who access any Facility on Customer's behalf ("Authorized Contacts") must be designated in writing. Customer will ensure that Authorized Contacts are under confidentiality obligations no less restrictive than those imposed on Customer by Lumen in the Agreement. Generally, Customer and its Authorized Contacts may access the Space on a 24/7/365 basis, subject to any and all rules, regulations and access requirements governing access at each Facility. Certain Facilities, as identified in the applicable Documentation, may limit access to Space if its non-segregated or may require pre-arranged escorted access during normal business hours.

Access policies and procedures (including procedures for emergency access) vary between Facilities, and will be set out in the applicable Documentation. Customer will maintain the Space in an orderly and safe condition.

If Customer contracts for installation or maintenance by a third party, Customer will notify Lumen in writing of the identity of and authorization for its third party. Approval of a nominated third party is within the absolute discretion of Lumen. If approved, the provision of access to such third-party maintenance providers will be subject to these terms and conditions, the applicable Documentation and any other safety, security and access rules of Lumen.

2.4 Cross Connect Services.

2.4.1 Customer will be solely responsible for arranging the provision of any third party connectivity; provided however all Cross Connect Services are subject to the terms of this Section 2.4.

2.4.2 Lumen Cross Connect Service will be provided from a Lumen provided panel within the Facility to the applicable Space (and not directly to Customer Equipment or facilities). Customer Commit Dates or Service Commencement Dates do not apply to Cross Connect Services. Upon request of Customer at the time of submission of the applicable Order, and subject to availability of panels within the

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Facility, Lumen will interconnect the Cross Connect Service directly to Customer Equipment or facilities within the Facility; provided, however, Lumen will not be liable to Customer or any third party for any loss or damage to Customer Equipment or facilities arising out of the direct interconnection.

2.4.3 If a Cross Connect Service is terminated for any reason (including expiry of any applicable Service Term), Customer will, within fifteen (15) days of the effective date of termination, take all reasonable steps to effect an orderly disconnection of the Cross Connect Service, including but not limited to withdrawing, terminating and/or revoking any applicable Circuit Facility Assignment ("CFA") obtained through a local access provider. If Customer fails to do so within the specified time limit, Customer (i) authorizes Lumen to disconnect the applicable third party local access circuit(s) from its network and to instruct the local access provider on Customer's behalf to remove the CFA from Lumen's shared or dedicated facilities; and (ii) agrees to reimburse Lumen for any charges levied by the local access provider until the local access circuit and any CFA is removed.

2.5 Power.

2.5.1 Any request for power beyond that which was agreed in the initial Order is subject to availability and prior written approval by Lumen, in its sole discretion, and may be conditioned on additional terms and conditions. If Customer exceeds the applicable maximum contracted power and for the avoidance of doubt, means up to 80% of the installed breaker amount for 1 consecutive hour or more and Customer does not immediately reduce (and thereafter continually maintain) its power consumption at a level below the maximum contracted power within 5 days of written notice by Lumen, then Lumen may, at its option, either immediately increase the monthly recurring charges or power charges payable by Customer for the affected Space or Suspend providing power to Customer until Customer has reduced its power consumption to contracted levels. The above notwithstanding, if Customer's power consumption in excess of the applicable maximum contracted power creates, in Lumen's reasonable opinion, an unsafe or hazardous environment (including threatening the safe, continued operation of any part of the Colocation Area or Facility) or if Customer's excess power consumption is recurring, then Lumen may immediately Suspend providing power to Customer until Customer has cured the issue and has provided Lumen adequate assurances that such issues will not recur.

Subject to availability and the prior written approval of Lumen, including approval of equipment type, design and manner of installation, Customer may provide a rack mounted UPS unit to provide conditioned AC power at certain Facilities. Lumen assumes no responsibility or liability for the operation or performance of this equipment. Customer has sole liability for this equipment and and Service Levels or SLAs are not applicable.

2.6 Maintenance. Lumen will perform janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain the Colocation Area in a condition that is designed to be suitable for the placement of Customer Equipment. Lumen will maintain the Colocation Environment applicable to the Facility at all times. Customer will (i) install Customer Equipment in a Hot Aisle Cold Aisle configuration; (ii) maintain the Space in an orderly and safe condition; and (iii) will return the Space to Lumen at the conclusion of the Service Term in the same condition (reasonable wear and tear excepted) as when the Space was delivered to Customer.

2.7 Relocation and Changes. Lumen reserves the right (at Lumen's reasonable cost) to move the location of or change configuration of the Space licensed to Customer, provided that Lumen will not arbitrarily require such moves or changes. Lumen and Customer will work in good faith to minimize any disruption in Customer's services that may be caused by changes in location or configuration of the Space. If any change (e.g., any changes in the configuration, build-out of the Space) at Customer's request after submission of the Order and Lumen's acceptance of such Order results in a delay of Lumen's delivery of Space, billing for Space will commence no later than the original Customer Commit Date or Service Commencement Date, as applicable.

2.8 Storage of Customer Equipment. Lumen may, at its option, agree to store Customer Equipment that Customer intends to collocate in the Space for not more than 45 days prior to the applicable Customer Commit Date, or Service Commencement Date, as applicable. Storage of equipment is purely incidental to the Service ordered and Lumen will not charge Customer a fee for storage. No document delivered as part of storage will be deemed a warehouse receipt. Absent Lumen's gross negligence or intentional misconduct, Lumen will have no liability to Customer or any third party arising from storage (including damage to or loss of Customer Equipment). If Customer stores Customer Equipment for longer than 45 days, Lumen may return Customer Equipment at Customer's sole cost and expense.

2.9 Service Levels. The Service Levels are not available until the Service Commencement Date. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by Lumen as supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Service Credits are only available against the MRC for the affected Service. Service Levels do not apply to Excused Outages or periods of Suspension.

2.9.1 Colocation Installation Service Level. Lumen will exercise commercially reasonable efforts to install any Space on or before the Customer Commit Date or Service Commencement Date, as applicable. This Installation Service Level will not apply to Orders that contain incorrect information supplied by Customer, Orders that are altered at Customer's request after submission and acceptance by Lumen, or Orders that require Lumen to configure Space to specifications other than Lumen's standard specifications for Space (such standard specifications will be made available to Customer upon request). If Lumen does not meet this Installation Service Level for a particular Space for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to the charges for one (1) day of the MRC for the affected Space for each day of delay, up to a monthly maximum credit of four (4) days.

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2.9.2 Power Service Level. The Service (exclusive of Cross Connects) is provided with a Power Availability Service Level of 100% during a calendar month. If any outage of Lumen provided conditioned power (power provided with UPS or DC battery backup systems) to the Space for reasons other than an Excused Outage occurs, Customer will be entitled to a service credit equal to a percentage of the MRC for the affected Space as set forth in the following table:

Cumulative duration of power outage (in hrs:mins:secs)	Lumen Provided Conditioned AC or DC Power Service Level Credit stated as a credit equal to a % of MRC
00:00:01 – 00:05:00	2.5%
00:05:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

In order to be eligible for Power Availability Service Level, Customer will (i) maintain and utilize primary and redundant power sources and equipment capable of operating at 100% of load, without sustaining an outage solely caused by power being lost to just one of the two power sources; (ii) use cabling that meets national electrical and fire standards and any other required specifications; (iii) connect its Customer Equipment directly into both the A power source and the B power source; (iv) not permit power utilization to exceed the power rating identified in the Service Order; and (v) maintain all Customer Equipment in compliance with the electrical regulations of the region where the Customer Equipment is installed.

Any Lumen provided unconditioned power (i.e. power provided without Lumen operated UPS or DC battery backup systems and/or power solely conditioned by customer provided UPS systems known as "House Power") is not covered under this or any Service Level Agreement.

2.9.3 Environmental Service Level Agreement. With respect to any Space, Lumen will use commercially reasonable efforts to maintain the "Maximum Temperature Level" and "Maximum and Minimum Humidity Levels" specifications set forth below.

Environment Levels.

Facility	Maximum and Minimum Humidity Levels	Maximum Temperature Levels*
A Facility designed to support >3kW cabinets or racks	30% to 70%	78 °F (26 °C)
A Facility designed to support <3kW cabinets or racks.	20% to 80%	85 °F (29.5°C)
ILEC Central Offices	15% to 80%	85 °F (29.5°C)

* Measured 6'6" (78 inches or 1.98 meters) above the finished floor, and 8" (0.203 meter) in front of Customer Equipment on the Cold Aisle.

A "Temperature Service Level Failure" will occur as a result of the temperature falling outside the ranges outlined in the table above, for at least sixty (60) consecutive minutes in either case for reasons other than an Excused Outage. If a Temperature Service Level Failure occurs two or more times during any calendar month then, subject to the terms of this SLA, Customer will be entitled to a Service Credit in an amount equal to 1/30th of the MRC paid by Customer for the affected Services in the month that the Temperature Service Level Failure occurred.

A "Humidity Service Level Failure" will occur as a result of the humidity falling outside the ranges outlined in the table above, for at least sixty (60) consecutive minutes for reasons other than an Excused Outage. If a Humidity Service Level Failure occurs two or more times during any calendar month then, subject to the terms of this SLA, Customer will be entitled to a Service Credit in an amount equal to 1/30th of the MRC paid by the Customer for the affected Services in the month that the Humidity Service Level Failure occurred.

2.9.4 Process.

If Customer suspects Lumen does not meet the parameters set forth in the Environmental Service Level, Customer will promptly open a trouble ticket which must include sufficient details, including any Customer provided metrics, and the date, time and location within the Space supporting's Customer's suspicion that Lumen did not meet the Environmental Service Level ("Incident Report").

Lumen will review the details of the Incident Report and determine, in its reasonable discretion, whether Lumen did not meet the applicable Environmental Service Level ("Validation Process"). If the results of the Validation Process indicate that Lumen failed to meet the Environmental Service Levels for reasons other than an Excused Outage ("Triggering Event"), Lumen will work with Customer in good faith to restore the Space to parameters compliant with the Environmental Service Level ("Resolution").

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All requests for Service credits must be sent to Lumen within 30 days of the conclusion of the month in which the Service Level Failure(s) occurs. Service credits requested in accordance with this Section will be issued once validated by Lumen. Lumen will use commercially reasonable efforts to apply Service Credits towards the next invoice Customer receives. Customer will waive any right to Service credits not requested within the 30 day window.

2.9.5 Limitations.

In no event will the total Service Credits accrued in any single month exceed, in the aggregate across all Service Levels and events, 100% of the invoiced amount for the affected Service. The Service Levels provide Customer's sole and exclusive remedies for any Service interruptions, outages, deficiencies, or failures of any kind.

3. Customer Responsibilities. Customer's failure to meet the responsibilities in this section, and any additional responsibilities identified in any applicable Service Attachment, 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.

3.1 Billing. In lieu of any similar billing, service term and/or termination clauses in the Agreement, the following terms will apply:

3.1.1 Charges. Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and any applicable power or per KW charges, on a breaker/amp load basis, a metered usage basis, or a kilowatt basis as set forth on the Order beginning on the Service Commencement Date. Notwithstanding anything to the contrary including any provision in any document that indicates rates are fixed for the Initial Service Term, Lumen may increase the rates associated with existing Service upon thirty (30) days prior written notice (i) at any time during the Service Term in order to pass through increases in underlying power facility costs; and (ii) at any time after twelve (12) months after the Service Commencement Date and each twelve (12) month period thereafter in order to implement an annual escalator of no less than 5%. In addition, Lumen reserves the right to adjust rates at any time after expiration of the Initial Service Term. 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.

The Service Commencement Date is (i) the date the Customer is notified the Service is installed and made available for Customer's use; (ii) the date in which Lumen will commence billing; and (iii) the date in which the Initial Service Term commences.

Customer acknowledges that it may receive multiple invoices based on the Facility selected by Customer.

3.2 Service Term; Termination.

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 end of the Initial Service Term, Service will automatically renew on a month to month basis (each a "Renewal Term"), unless terminated by either party in writing at least thirty (30) days prior to the expiration of the then-current Service Term. The Initial Term and any Renewal Terms are collectively referred to as the "Service Term".

3.2.1 Termination of Use. Lumen will have the right to terminate Customer's use of the Space and associated license and/or the Service if: (a) Lumen's rights to use the Facility in which the Space is located terminates for any reason; (b) Customer is in default as such term is defined in the Agreement; (c) Customer makes any material alterations to the Space without first obtaining the written consent of Lumen; (d) Customer allows personnel or contractors access to the Facilities who have not been approved by Lumen in advance; or (e) Customer or any of its agents or employees' failure to comply with mandatory compliance provisions in the Documentation. With respect to items (b), (c), (d) and (e), unless in Lumen's opinion, Customer's actions interfere or have the potential to interfere with other Lumen customers (in which case termination may be immediate), Lumen will take commercially reasonable steps to provide Customer a written notice and a 10-day opportunity to cure before terminating Customer's rights to the Space, notwithstanding any longer cure period set forth in the Agreement.

If Customer terminates an ordered Service prior to its Service Commencement Date, Customer will pay a cancellation fee equal to: (a) one month's MRC for the terminated Service; plus (b) all out-of-pocket costs incurred by or imposed upon Lumen (e.g., ordered equipment, licenses, carrier termination charges).

Notwithstanding anything to the contrary in the Agreement, if any Service is terminated after the Service Commencement Date, either by Lumen for Customer default or by Customer for any reason other than default, prior to the conclusion of the Initial Service Term, then Customer will be liable for an early termination charge equal to (a) one hundred percent (100%) of the remaining monthly charges for the first year of the Initial Term (if any) for the terminated Service, plus (b) fifty percent (50%) of the remaining monthly charges for the second year and any subsequent remaining years (if any) plus (c) Service charges accrued but unpaid as of the termination date. If Customer does not provide at least thirty days' notice prior to the expiration of a then current Renewal Term or if Customer terminates a Service with a Renewal Term of twelve months or longer, the termination charge will be equal to twenty-five percent (25%) of the remaining monthly charges for such Renewal Term.

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3.3 Release of Landlord. If and to the extent Lumen's underlying leases so require, Customer hereby agrees to release Lumen's landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to the Colocation Area (and the Facility in which it is located) and Customer's use and/or occupancy of the Space.

3.4 Security. Lumen will provide and maintain in working condition card readers, scanners and/or other access devices as selected by Lumen for access to the Facility and/or Colocation Area. Customer will under no circumstances bypass the Lumen security measures for the Facility, Colocation Area or Space. Lumen will provide a locking mechanism for the Facility, Colocation Area or Space, and Customer will be solely responsible for locking and/or activating the mechanism. Customer will be responsible for any damages caused by unauthorized access to any Facility through access cards, keys or other access devices provided to Customer. Customer will be responsible for the cost of replacing any security devices lost or stolen after delivery to Customer.

3.5 Rules and Procedures. Customer will abide by the Documentation and any other posted or otherwise communicated rules including, but not limited to those policies, procedures, security measures, and guidelines made available to or posted at the applicable Facility. Access policies and procedures (including procedures for emergency access) vary between Facilities.

3.6 Customer is responsible for selecting, supplying, installing and maintaining Customer Equipment used in connection with the Service.

3.7 If Lumen reasonably believes that Customer, any Customer Equipment or an Authorized Contact is not complying with this Service Schedule, including mandatory compliance provisions in the Documentation, Lumen will notify Customer and Customer will take prompt action to eliminate the risk or non-compliance. If non-compliance is not remedied within a reasonable time or if Lumen reasonably believes material non-compliance to be an imminent threat of either (i) materially interfering with or hampering the Lumen and/or third party infrastructure and/or the Services; and/or (ii) harm or damage to Lumen, Customer or third party personnel or equipment, Lumen may either immediately Suspend and/or restrict access to the affected Services or take appropriate action itself, including accessing the Space, upon notice to Customer. Lumen may immediately terminate the affected Service upon notice if non-compliance is recurring. Customer's payment obligations will apply during any period of Suspension.

3.8 Removal of Equipment. Within 10 days following the expiration or termination of the Service Term for any Space, Customer will remove all Customer Equipment from the Space. If Customer fails to remove the Customer Equipment within such 10-day period, Lumen may, at its option, either (i) deem the equipment abandoned and disconnect, remove and dispose of such equipment without prior notice. Lumen may charge Customer and Customer will pay Lumen's reasonable expenses related to the retention, removal, abandonment, storage and/or disposal of the Customer Equipment, including any Customer installed cabinets or racks; or (ii) continue to charge Customer for use of Space (i.e., an amount in Lumen's discretion which may be up to the previously applicable MRC) until the Customer Equipment is removed. Lumen will not be obligated to release Customer Equipment to Customer unless Customer has paid all applicable charges, costs and expenses and all other charges due and owing by Customer to Lumen under the Agreement, including applicable early termination charges. Lumen will not be liable for any loss or damage incurred by Customer arising out of Lumen's disconnection, removal, storage or disposal of Customer Equipment.

3.9 Sublicenses. Customer may sublicense the use of Space in certain Facilities to an affiliate of Customer upon prior written notice to Lumen; provided that sublicensees will abide by and are subject to the terms of the Agreement, this Service Schedule and the applicable Order and the acts and omissions of any sublicensee of Customer will be attributable to Customer for the purposes of the Agreement, this Service Schedule and the applicable Order. If Customer sublicenses use of Space in violation of these terms, Lumen may upon 10 days' prior written notice, reclaim the sublicensed portion of the Space and terminate the Service for Customer default. No refunds will be made to Customer regarding reclaimed Space.

3.10 Insurance. Prior to occupancy by Customer of any Space and during the Service Term, Customer will procure and maintain, at its cost, the following minimum insurance coverage: (a) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction (including Employer's Liability with limits of \$500,000, or local currency equivalent, each accident); (b) Commercial General Liability with combined single limits of \$3,000,000, or local currency equivalent, each occurrence, which may be satisfied through primary and umbrella liability policies so long as coverage is at least as broad as the primary coverage; and (d) "All Risk" Property insurance covering all personal property located by the Customer in the Colocation Area. Customer acknowledges that it retains the risk of loss for, loss of (including, without limitation, loss of use), or damage to, equipment and other personal property located by or on behalf of the Customer in a Facility. Customer further acknowledges that Lumen's insurance policies do not provide coverage for personal property located by or on behalf of the Customer in a Facility.

All coverage required above will be placed with insurance companies assigned a current Financial Strength rating of at least A- and Financial Size Category of VII or better by A.M. Best Company (or an equivalent rating from a similar rating agency approved by Lumen). Customer's Commercial General Liability and Umbrella policies will be endorsed to show Lumen (and any underlying property owner, as requested by Lumen) as an additional insured. Customer will waive and/or cause its insurance carriers to waive all rights of subrogation against Lumen which will include, without limitation, an express waiver in all insurance policies. All insurance required of Customer in this Service Schedule will be primary to, and not excess of or contributory with any insurance carried by Lumen.

Customer will furnish Lumen (or Lumen's written designee) with certificates of insurance demonstrating that Customer has obtained the required insurance coverage prior to use of any Facility and maintain current evidence of such throughout the Service Term. Certificates

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will contain a statement that the insurance coverage will not be cancelled without at least 30 days' prior written notice to Lumen. Certificate(s) of insurance will be issued and delivered to Lumen.

Customer will require any contractor, customer or other third party entering the Colocation Area on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer above and provide evidence of such upon request by Lumen.

3.11 Promotional Signage. Customer may display a single promotional sign with Customer's name and/or logo on the outside of any Space; provided signage does not exceed 20 centimeters by 28 centimeters. All other promotional signage is prohibited.

4. Additional Service Limitations and Disclaimers.

4.1 Eminent Domain. If any Facility becomes the subject of a taking by eminent domain by any authority having such power, Lumen will have the right to terminate any or all of the affected Services without liability; provided, however, that Lumen will provide Customer with as much notice as reasonably practicable under the circumstances to move Customer to another, comparable Facility prior to exercising such termination right.

4.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER AN APPLICABLE SLA, THE SERVICES ARE DELIVERED AND PROVIDED "AS IS" AND LUMEN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY OF THE SERVICES PROVIDED IN THIS SERVICE SCHEDULE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE.

4.3 Indemnification. Customer will defend and indemnify Lumen, its affiliates, agents, contractors and third party providers against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees resulting from or arising out of (i) any personal injury or death or property loss or damage that is alleged to have been caused by Customer or its Authorized Contacts or any Customer Equipment; or (ii) unauthorized modifications to or resale of the Services, or use of the Services in violation of this Service Schedule, including any applicable policies or Documentation; or (ii) any negligence, act or omission of any sublicensee or its agents.

5. Definitions.

"Colocation Area" means the location within a Lumen Facility in which Space ordered by Customer is located.

"Contracted Square Feet" or "Contracted Square Meter" or a similar reference in applicable Orders means, with respect to a Private Suite, the total floor space enclosed within and up to the caged walls of the Private Suite.

"Cross Connect Service" or "Cross Connect" means a copper or fiber optic cabling cross-connected between Lumen provided Space (i.e., cabinets, racks, and/or suites), other Lumen provided services and/or third party provided services that terminate within the Facility. Cross Connect Services will be provided in conjunction with each Order for Services, subject to certain exceptions identified in the Order.

"Customer Equipment" means telecommunications networking and/or other equipment or devices, including third party equipment used in connection with the Service that is selected, provided, and maintained by Customer and not provided by Lumen.

"Data Center Facility Services Supplemental Terms" or "Supplemental Terms" means those additional terms and conditions located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and applicable to certain Facilities, and/or optional, add on features available at certain Facilities. Customer use of the applicable Facility and/or add-on services constitutes acceptance of such terms.

"Documentation" collectively means the data center operation policies and requirements that may vary by geographical region that Customer, its Authorized Contacts and all Customer Equipment and any related materials will comply with, including the Lumen Facilities User Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>, and any similar user guides or materials made available. Customer will not remove, alter, obscure or fail to reproduce any proprietary notices of Lumen, its third party providers or suppliers, as applicable on any Documentation.

"Excused Outage" will also mean, for purposes of this Service Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit under the applicable Service Level, for (a) the acts or omissions of Customer, its employees, contractors, agents or end users; (b) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (c) unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service, including as a result of failure to provide Lumen with accurate, current contact information (including email) and an up to date escalation list; (d) any other circumstance specified in the Documentation; (e) any failure in internet and/or bandwidth connectivity; (f) Customer is in breach or fails to fulfill any of its responsibilities or obligations as detailed in the Agreement, this Service Schedule, the Documentation, or any documents incorporated by reference in this Service Schedule and/or any other guidelines or policies applicable to the Service; and (g) the failure or malfunction of equipment, applications or systems not owned or controlled by Lumen or any third party providers.

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"Facility" or "Facilities" means a Lumen owned or leased data center, or Point of Presence (POP). The differences between Facilities may be more fully described in the Documentation.

"Hot Aisle Cold Aisle" means the arrangement of Customer Equipment where the equipment air intake is facing a common aisle ("Cold Aisle"), and the air exhaust of the equipment faces the alternate common aisle ("Hot Aisle"), as designated by Lumen.

"ILEC Central Office" is a Facility designated for Incumbant Local Exchange Carriers. Additional terms and conditions associated with an ILEC Central Office will be required.

"NRC" means non-recurring charges or one time charges.

"Order" means a relevant ordering document signed by Customer and accepted by Lumen. An Order may also be referred to as a Quote, Order Form, Customer Order or Service Order.

"Portal" refers to the Lumen portal located at <https://www.lumen.com/login/> or such other portal as may be designated by Lumen from time to time.

"Regularly Scheduled Maintenance" means, for purposes of this Service Schedule and in lieu of any other similarly defined term in the Agreement, any scheduled maintenance performed to the Service. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days' prior written notice; (b) work with Customer to minimize such interruptions; and (c) use commercially reasonable efforts to perform maintenance between midnight and 6:00 a.m. local time where the Facility is located. Emergency maintenance may be performed on less or no notice.

"SLA" or "Service Level Agreement" or "Service Level" means the Service Level Agreements applicable to the Data Center Facility Services provided in this Service Schedule and pursuant to the relevant Service Order which provides Customer's sole and exclusive remedies for any quality or performance deficiencies or failures of any kind (e.g., availability).

"Space" means the location(s) within the Colocation Area where Customer is permitted to collocate Customer Equipment, as set forth in an Order accepted by Lumen. The types of Space generally offered by Lumen are (i) "Cabinets" – a single rack enclosure with locking front and rear doors generally located in a common area of the Colocation Area; and (ii) "Private Suites" – an area of floor space enclosed by mesh fence or steel partition walls containing cabinets and which is dedicated to a single customer.

"Suspend" or "Suspension" means Lumen's suspension of the Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.

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. All invoices will be issued to the Customer and paid in the currency specified in the Order. 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. If any payment to be made to Lumen under this Service Schedule 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. 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 <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is 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 2.5Gb or 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

LUMEN WAVELENGTH LEASE SERVICE SCHEDULE

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 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.

"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.

"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 Service Level Agreement

Updated: August 29, 2022

"Lumen" is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service. Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretation of this Service Level Agreement. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and detrimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

1. Availability Tiers

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

Table 1.1

Availability Tier	Qualifying Services
BRONZE	<ul style="list-style-type: none"> Unprotected Wavelength Service Off-Net Unprotected EPL Service within North America On-Net Unprotected EPL Service within North America*, Europe, Latin America** and Service that includes subsea cable
SILVER	<ul style="list-style-type: none"> Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable, Off-Net Internet Services outside North America ("Silver Internet"), Off-Net MPLS (IPVPN and VPLS) Services outside North America ("Silver MPLS (IPVPN and VPLS)"), Standalone Managed Service Standalone Edge Gateway Service Broadband Internet Access with Backup Cellular Internet Access Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access****
GOLD	<ul style="list-style-type: none"> Protected Wavelength Service On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable, Off-Net Internet Services in North America and all On-Net Internet Services regardless of the global region (collectively "Gold Internet"), Off-Net MPLS (IPVPN and VPLS) Services in North America and all On-Net MPLS (IPVPN and VPLS) Services regardless of the global region (collectively "Gold MPLS (IPVPN and VPLS)"), Gold Internet with Broadband Internet Access or Backup Cellular Internet Access**** Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** Dynamic Connections – IPVPN, or Managed Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Managed Service at a Site, or Edge Gateway Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Edge Gateway Service at a Site
PLATINUM	<ul style="list-style-type: none"> On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America, On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, eLynk, or Dynamic Connections – Ethernet
PLATINUM MANAGED SERVICE***	<ul style="list-style-type: none"> High Availability Managed Services

* Any references to North America mean the United States and Canada.

** Any references to Latin America include Mexico.

*** Lumen SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.

**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

2. Service Availability Service Level

If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs or BCCs, as applicable, for the Affected Service as set forth in Table 2.1.

If Customer purchases Managed Services or Edge Gateway Service and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS) or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS) or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service or Edge Gateway Service, the Service Tier that the Managed Service or Edge Gateway Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies. When any nonperformance, outages, failures to deliver or defect in the Service occur due to a Lumen Managed Service hosted on the Edge Gateway, the applicable Managed Services Service tier will apply in lieu of the Edge Gateway Service tier.

Lumen does not provide any Service Level credits for Service Unavailability for Standalone Broadband Internet Access, Primary Cellular Internet Access, or Temporary Primary Transport. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service or Third Party Wavelength Service.

Table 2.1

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 - 01:00:00 = 20% 01:00:01 - 02:00:00 = 30% 2:00:01 - 3:00:00 = 40% 3:00:01 - 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 - 01:00:00 = 20% 01:00:01 - 02:00:00 = 30% 2:00:01 - 3:00:00 = 40% 3:00:01 - 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 - 00:43:00 = 10% 00:43:01 - 04:00:00 = 20% 04:00:01 - 08:00:00 = 30% 08:00:01 - 12:00:00 = 40% 12:00:01 - 20:00:00 = 50% 20:00:01 or greater = 100%
SILVER	99.9%	00:43:21 - 04:00:00 = 10% 04:00:01 - 8:00:00 = 20% 08:00:01 - 12:00:00 = 30% 12:00:01 - 16:00:00 = 40% 16:00:01 - 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.5%	03:36:01 - 10:00:00 = 10% 10:00:01 - 14:00:00 = 20% 14:00:01 - 18:00:00 = 30% 18:00:01 - 22:00:00 = 40% 22:00:01 - 26:00:00 = 50% 26:00:01 or greater = 100%

3. Delivery Service Level

Lumen will exercise commercially reasonable efforts to deliver (i) a Managed Service, Edge Gateway Service or Network Service except for Dynamic Connections-IPVPN, Dynamic Connections-Ethernet or Lumen SASE Solutions on or before the Customer Commit Date specified for the Service, (ii) a Dynamic Connections-IPVPN or Dynamic Connections-Ethernet Service within 24 hours of Lumen's receipt

of Customer's Order or request for circuit connection, (iii) a Lumen SASE Solutions software license within 24 hours of the SASE Order Confirmation Notice, or (iv) Lumen SASE equipment within 15 business days of Customers completion of technical data gathering. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1, Table 3.2.1, or Table 3.3.1. If Customer's Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Delivery Service Level. Instead, this Delivery Service Level is Customer's sole remedy for delayed installation of the Service. This Delivery Service Level does not apply to Enterprise Access Services.

3.1 Delivery Service Level for Edge Gateway Service, all Managed Services and Network Services except for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet and Lumen SASE Solutions.

Table 3.1.1

Business Days Beyond Customer Commit Date	Service Level Credit of Affected Service MRC
1-5	10%
6-11	20%
12-17	30%
18-23	40%
24-30	50%
Greater than 30	100%

3.2 Delivery Service Level for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet.

To be eligible for this Delivery Service Level, the affected instance of Dynamic Connections-IPVPN or Dynamic Connections- Ethernet must be active for at least 1 hour for hourly service, or 48 hours for monthly service.

Table 3.2.1

Hours After Lumen's Receipt of Customer's Order or Request for Circuit Connection	Service Level Credit of Affected Service MRC or BCC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

3.3 Delivery Service Level for Lumen SASE Solutions.

3.3.1 Table 3.3.1 SASE Software License

Hours After Order Confirmation Notice	Service Level Credit of Software License MRC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

3.3.2 SASE Equipment

If SASE Equipment is not delivered within 15 business days of Customer's completion of technical data gathering information, Customer will be entitled to a Service Level Credit of 100% of the SASE Equipment MRC for each 30 calendar day period until Lumen delivers equipment.

4. Performance Service Level

Lumen offers the following Performance Service Levels on Lumen provided Network Services, with the exception of Fiber+ Internet and Wavelength Service. No Performance Service Levels apply for Fiber+ Internet or Wavelength Service.

4.1 Packet Delivery, Latency and Jitter Service Levels - POP to POP. Lumen's service levels for Packet Delivery, Latency, or Jitter are set forth below in Tables 4.1.1, 4.1.2, and 4.1.3. Internet Service is not eligible for the Jitter Service Level in 4.1.1. For the Latency and Jitter calculations in Table 4.1.1 and Packet Delivery calculations in Table 4.2, targets are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region.

Table 4.1.1 Regional Two Way Latency and Jitter for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN eLynk and Internet Services except for Fiber+ Internet.*

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra-United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<150ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<270ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<200ms	<3ms
Europe to Asia [^]	<345ms	<3ms

* Internet Service is not eligible for the Jitter Service Level.

** Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.

**** Region is not available for Internet Service.

[^]Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

Table 4.1.2 POP to POP Service Levels for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For Dynamic Connections IPVPN, only Basic Class of Service Pop to Pop metrics apply.

POP to POP Service Levels				
Region		Class of Service		
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair [^]	City Pair [^]	City Pair [^]
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair [^]	City Pair [^]	City Pair [^]
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair [^]	City Pair [^]	City Pair [^]
	Jitter	<3ms	<3ms	<3ms

[^]Appendix 1 sets forth the "City Pair" monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 4.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

Table 4.1.3 Packet Delivery Service Level for Internet Services except for Fiber+ Internet

Region	Packet Delivery
Global	99.95%

4.2 Packet Delivery, Latency and Jitter Service Levels ("End to End Service Level"). Internet Service and EPL do not qualify for this End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, IPVPN, and VPLS. For sites with DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 4.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer's total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

Table 4.2.1 End-to-End Service Levels

Service Specific End-to-End Network (CE to CE) Service Levels				
Region		Class of Service		
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

Table 4.2.2 below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 4.2.1 for Customer sites located within the mileage bands indicated in Table 4.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 4.2.1.

Table 4.2.2 Loop Factor Latency Table

PE to CE Loop factor Latency Table			
0-10 miles	+3ms	401-600 miles	+40ms
11-50 miles	+8ms	601-800 miles	+50ms
51-100 miles	+10ms	801-1000 miles	+60ms
101-200 miles	+15ms	1001-1200 miles	+80ms
201-400 miles	+30ms	1201+ miles	ICB

4.3 Packet Delivery, Latency and Jitter Service Levels Credits. Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

Table 4.3.1

Service Level Credits	
Performance Metric	Service Level Credit

Packet Delivery	99.99%	99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%
	99.95%	99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90%	99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.80%	99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50%
	99.50%	99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
Latency	1-10ms = 10% 11-25ms = 30% >25ms = 50%	
Jitter	>2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%	

5. Managed Services and Edge Gateway Service Service Level

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services and Edge Gateway Service.

5.1 Change Management Service Level. Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Delivery Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit. This Change Management Service Level does not apply to Edge Gateway Service. This Change Management Service Level does not apply to Self-Managed Lumen SASE Service.

Table 5.1.1

Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date	Service Level Credit of Managed Service MRC
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

5.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, or Self-Managed SASE Service.

Table 5.2.1

Number of Missed Notifications in a Calendar Month	Service Level Credit of Managed Service MRC
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1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.3 Response Time Service Level. Lumen continuously monitors all Managed Devices and provides on-site maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. "problem dispatch"). Lumen will begin remotely working to resolve the issue within the response times listed in Table 5.3.1. Prior to Lumen's response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, or Self-Managed Lumen SASE Service.

Table 5.3.1

Managed Service	Response Time
Managed Network Service and Edge Gateway Service	Within 4 hours of Customer's response to the initial Critical Incident notification
Lumen SD-WAN Service with Versa Networks and Lumen SD-WAN Service with Cisco Meraki and Lumen SASE Solutions with Pro-Managed Service	Within 4 hours of (i) Customer's response to the initial Incident notification or (ii) Lumen's detection if it is a Critical Incident

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

Table 5.3.2

Number of Missed Response Time(s) in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.4 Time To Resolve (TTR). Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 5.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, or Self-Managed Lumen SASE Service.

Table 5.4.1 Time To Resolve Service Level

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours
Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

Table 5.4.2 Time To Resolve Service Level Credits High Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
4:00-6:00	10%
6:01-8:00	20%
8:01-10:00	30%
10:01-12:00	40%
Greater than 12:00	50%

Table 5.4.3 Time To Resolve Service Level Credits Medium Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
12:00-16:00	10%
16:01-20:00	20%
20:01-24:00	30%
24:01-28:00	40%
Greater than 28:00	50%

Table 5.4.4 Time to Resolve Service Level Credits Low Severity

Service Impacted	Service Level Credit of Managed Service MRC
24:00-30:00	10%
30:01-36:00	20%
36:01-42:00	30%
42:01-48:00	40%
Greater than 48:00	50%

5.5 Managed Device Replacement Service Level. If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. "problem dispatch"), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. The Lumen Zone List can be found at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer's failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

Table 5.5.1

Zone	Managed Device Replacement Service Level
Zone 0*	24x7x4
Zone 1	8x5 NBD
Zone 2	Within 5 Business Days
Zone 3	Within 10 Business Days

* If Managed Service is Managed Network Service and Customer has purchased 24x7x4 device maintenance, the replacement CPE device will arrive at the Customer site within 4 hours. This repair and replacement coverage is 24 hours per day, 7 days per week. This repair and replacement option is not available for purchase in all regions.

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

Table 5.5.2

Business Days Beyond Service Level	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense.

6. Chronic Outage Service Level

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

- For a Wavelength, Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any Wavelength or Unprotected EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.

- For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any Protected EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet Service, Edge Gateway Service, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Dynamic Connections-Ethernet, or Dynamic Connections-IPVPN.

7. Credit Request Process

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the Affected Service.

8. Limitations

In no event will Service Level credits in any calendar month exceed 100% of the total MRC or BCC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service Service Levels do not apply during the first 3 days following the Service Commencement Date or, if Lumen SASE Service, the Service Ready Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC or BCC for each day the Service did not function properly.

9. Definitions

"Affected Service" is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

"Broadband Internet Access" is defined as Lumen procured third-party provided unsecured local internet broadband service and 24x7 monitoring and management of the broadband service.

"Business Day" is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer's service location.

"Business Hours" is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

"Billing Cycle Charges" or "BCC" is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Dynamic Connections- Ethernet and Dynamic Connections-IPVPN Service billed on an hourly basis instead of a monthly recurring charge.

"Cellular Internet Access" is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

"City Pair" is defined as the "City Pair" monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

"Converged Service" is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

"CPE" is defined as Customer premises equipment.

"Critical Incident" is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

"Customer Commit Date" is defined as the date by which Lumen will install Service. If Customer's service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

"Edge Gateway Service" is defined as Lumen Edge Gateway Services, which may also be called "Adaptive Virtual Services Premises-Lumen Edge Gateway" or "Adaptive Virtual Services Premises" on ordering, invoicing, or other documentation.

"Enterprise Access Service" is defined as Broadband Internet Access Service or Cellular Internet Access Service.

"Excluded Delay" is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen's lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer's failure to timely provide complete configuration information (g) Customer's failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Lumen's third party providers or (j) force majeure events.

"Excused Outage" is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen's lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; (i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuration; (k) Customer's failure to comply with any environmental requirements provided by Lumen or (l) force majeure events.

"Hard Change Request" is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

"High Availability Managed Service" is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

"Jitter" is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

"Incident" is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

"Internet Service" is defined as Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

"Latency" is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

Monthly Core Network Latency =
$$\frac{\text{Sum of daily Average Latency calculations for a given month}}{\text{Total number of days in a month}}$$

"Managed Device" is defined as an eligible CPE device managed as part of a Managed Service.

"Managed Service" is defined as Lumen SD-WAN with Versa Networks, Lumen SD-WAN with Cisco Meraki, Managed Network Service, or Lumen SASE Solutions.

"MPLS (IPVPN and VPLS) Service" is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

"Network Service" is defined as Internet Service, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For clarity, the Ethernet services that do not meet the definition of Qualifying Service are not eligible for this Service Level Agreement.

"Off-Net" is defined as local access Service not provided on the Lumen owned and operated network.

"On-Net" is defined as local access Service provided on the Lumen owned and operated network.

"Packet Delivery" means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

"Primary Cellular Internet Access" is defined as Cellular Internet Access without any other Lumen provided access method at Customer's site. Primary CIA may appear as Enterprise Wireless Access Service ("EWAS") on ordering invoicing or other documentation.

"Protected Wavelength Service" means Wavelength 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.

"Qualifying Service" is defined as the Services listed in Table 1.1. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

"Resolution" means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

"Service Commencement Date" is defined as the date Service is installed and billing commences.

"Service Unavailability" is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

"Service Ready Date" is defined as the date Lumen notifies Customer that the Lumen SASE Solutions service is ready for activation.

"Soft Change Request" is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer's responsibility, including but not limited to, user and group configurations.

"Standalone Edge Gateway Service" is defined as a single instance of Edge Gateway Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

"Standalone Managed Service" is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

"Standalone Broadband Internet Access" is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

"Temporary Primary Transport" is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport ("Primary Transport") is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

"Third Party Internet Service" is defined as Internet Service provided entirely by Lumen's third party subcontractor(s). For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network. 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.

"Third Party Wavelength Service" is defined as a Wavelength Service provided entirely by Lumen's third party subcontractor(s). For this service, Lumen will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Lumen by the applicable third party carrier.

"Unprotected Wavelength Service" means Wavelength 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.

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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, including the Supplemental Terms (if applicable), 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 SERVICES SOLD UNDER THIS EXHIBIT**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**
- **SERVICE SCHEDULE: LUMEN EDGE BARE METAL**
- **SERVICE SCHEDULE: LUMEN NETWORK STORAGE**

1.3 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. 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. Lumen may increase applicable charges at any time in any automatic renewal term or as otherwise provided in a 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 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 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

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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 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. Customer will defend Lumen and its affiliates from any claim, demand or action arising in connection with a breach of the foregoing warranty. Customer will also pay any costs of settlement or any damages finally awarded by a court of competent jurisdiction against Lumen and payable to such third party as a result of such claim.

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

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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; (vi) maintain adequate security policies and procedures for the Lumen Equipment, network or applications which interface with the Lumen Equipment; (vii) 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 (viii) 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).

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's 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

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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 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.

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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.

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 Customers 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.

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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.

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; (c) the date the Service is activated by Lumen or Customer; or (d) 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 Technologies 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 additional terms and conditions that apply for particular Services provided pursuant to a Service Schedule, as may be updated from time to time, effective upon posting.

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

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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 <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or <https://www.cti.io/legal/hosting-services/>, the applicable Lumen Service Level Agreement, and Supplemental Terms available at <https://www.cti.io/legal/hosting-services/>, which is incorporated by reference.
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. Lumen may increase rates for some or all components of the Services at any time during an automatic renewal 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 <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. In addition to the Service Guide, Security Log Monitoring Services are also subject to the SLA, and Supplemental Terms located at <https://www.cti.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. Lumen may increase rates for some or all components of the Services at any time during an automatic renewal 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.** 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. 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. While Lumen will use reasonable commercial efforts to provide the Services 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, 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 its own security and compliance and/or standards; 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.

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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/supplemental-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 a result of default prior to the conclusion of an applicable Service Term, then Customer will be liable for: (i) an early termination charge

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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.cti.io/legal/lumen-edge-computing/supplemental-terms/> and the SLA Attachment applicable to the Service is available at <https://www.cti.io/legal/lumen-edge-computing/sla/>.

1. Service Description.

Lumen Edge Bare Metal ("Edge Bare Metal") is a pay for use service in a multi-tenant data center environment in which Customer may purchase the use of a dedicated, physical, non-virtualized server provided by Lumen. Lumen provides (i) the underlying infrastructure, including space and power for the dedicated server(s); (ii) public Internet connectivity; (iii) a selection of pre-defined compute resources (e.g. CPU, RAM (i.e. memory), storage configurations, and operating systems) to select from during the server build process; (iv) use of the portal and APIs for provisioning and management; and (v) online templates to add orchestration and application services. 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.

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.

Customer may elect to purchase IP address space, in increments designated by Lumen, for an additional Monthly Charge. If Lumen assigns to Customer an IP address as part of the provision of Service, the IP address is a right to use only and will revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign IP address(es) to another customer.

2. Edge Services portal. Customer may access the Services via an API or Edge Services 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 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. Services will be billed in the local currency equivalent selected by Customer. Rates and fees changes are effective in accordance with the notices section below.

3.2 Customer acknowledges the Service is a pay-for-use service billable on an hourly basis; provided however that certain add-on features may be billable on a monthly 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 in USD on cti.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 for usage based Services 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 the following: (i) RAM; (ii) CPU or compute usage; (iii) operating system (if applicable); and (iv) storage. Certain features (e.g., IP Address space) are billed as a Monthly Charge. 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. IP Address space, RAM, storage, licensing fees, managed services fees, value-add services, any other applicable fees, including for other services the Customer may elect to activate, 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.

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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.

4.3 To the extent actual compute usage in a month (i) exceeds the Revenue Commit, Customer will pay the Revenue Commit 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 Pay as you go Services. Customer may terminate or shutdown any individual server at any time without liability for early termination charges.

Pay as you go Services subject to a Revenue and Term Commit. 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).

Month to Month Services. If any Service is designated a month to month Service (e.g., operating system software), Customer may terminate or deactivate a month to month Service anytime, subject to the payment of the full month's Monthly Charge, regardless of the date of termination or de-activation.

Pay as you go Services subject to Monthly Charges. Add-on features subject to a monthly charge are treated as pay as you go services for purposes of termination. The applicable Monthly Charge will be prorated based on date of deactivation.

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 the Services. 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, transmitted or processed through the Service, 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: (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 servers), logging and monitoring, maintaining and supporting, and backing up any operating systems, Customer Data, software, and applications Customer uses with, uploads to, hosts or transmits on the Service.

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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.

11. Customer Responsibilities.

11.1 Customer is responsible for ensuring that it has all appropriate permissions to install any Customer provided software and application. 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; (b) fees for new Services or Service features are not applicable unless purchased by Customer; and (c) increases to prices listed on the Website or additional new fees and charges for any existing Services at any time upon posting on the Website.

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.

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SERVICE SCHEDULE: LUMEN NETWORK STORAGE

The services covered by this Service Schedule are the Lumen Network Storage ("LNS") Services provided by Lumen to Customer ("Services"). Not all 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 LNS Service Guide, the LNS Service Level Agreement, and the LNS Supplemental Terms available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

2. **Service Description.**

2.1 Lumen Network Storage is a usage-based, pay for use multi-protocol storage service that includes: (i) a physical infrastructure layer comprised of a Lumen provided server available in the configurations identified below and running a virtual operating system that enables a virtualized storage environment; and (ii) connectivity requirements described in Section 2.2 below:

- a. For Service available via self-serve on the Edge Services portal or in connection with Managed Hosting Services separately purchased by Customer under separate terms and conditions, Lumen Network Storage is available on Lumen owned and managed multi-tenant or dedicated hardware within a Lumen controlled or managed environment. Lumen provides the private connection between the Customer's environment and the LNS equipment per the Connectivity section below.
- b. If Customer is purchasing Lumen Network Storage in connection with its Managed Hosting Services, Lumen Network Storage is also available on a dedicated, virtualized instance of Lumen owned/controlled and managed hardware at a non-Lumen controlled environment such as the Customer's premises or other Customer controlled location. This configuration option may require additional terms and conditions.

Lumen and/or its designee will provide the design/installation, initial testing and configuration, administration, monitoring, maintenance and support, for the components detailed in this Service Schedule.

2.2 **Service Components.**

2.2.1 **Adaptive Tier.** The Storage Node is provided with Adaptive Tier and includes standard encryption of stored content, and private server access to storage volumes from Customer's compute infrastructure. Customer is solely responsible for security of content traversing the network (i.e., in transit), including encryption. The Storage Node is the core component of the Service, and includes volume provisioning, and storage management. After the initial Order, Customer may provision one or more Storage Nodes through the Portal for one or multiple physical locations, provided that only one Storage Node may be deployed at each location.

2.2.2 **Object Tier.** Object Tier tenants are a dedicated group of users that share common access privileges to data. Customers may establish one or more tenants; however, each tenant, including stored content, is standalone and not accessible to any other tenant. Standard encryption is provided of stored content and content traversing the shared network connection. Access to the Object Tier is via an encrypted shared network connection.

2.2.3 **Connectivity Requirements.**

(A) **Host access for Adaptive Tier** is a connection between Customer's compute infrastructure and the Service provided. This connectivity may be enabled either via 1) a private connection between the LNS server and the Lumen managed infrastructure if the Service is in a Lumen controlled or managed environment, and/or 2) Customer provided and managed local networks within Customer's premises.

(B) **Host access for Object Tier** is an encrypted network connection via public internet connectivity provided by the Customer.

(C) **Data Replication** between Storage Nodes and on shared instances is included as a part of the Service. Data Replication on dedicated instances is an optional, orderable feature that requires the purchase of a separate Lumen approved and provided networking service that connects between at least two physical locations.

2.2.4 **Management Access** is a Lumen provided connection between Lumen's core infrastructure and the Service for each supported configuration. Lumen will maintain global administrative access to the hardware at all times and will maintain the root password for all Lumen managed functions in order to maintain configuration consistency and accountability for changes. Lumen does not have access to any Customer data stored on the LNS hardware. Management access may be enabled via existing connections or new connectivity provided by Lumen if the Service is provided on Lumen owned and managed multi-tenant or dedicated hardware within a Lumen controlled or managed environment. Customer is required to procure applicable connectivity and enable and continuously maintain access and/or other needed permissions in order for Lumen to manage the Service if the Service is provided at a non-Lumen controlled environment.

2.3 **Design/Installation.** Lumen will provide the following:

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2.3.1 Service Pod. Sizing and selection of Service Pod components, configuration, deployment and management by Lumen and/or its designee as needed to satisfy Customer's projected capacity requirements.

2.3.2 Capacity planning. Each physical location requested is subject to initial and ongoing capacity planning and location availability. Lumen pre-determines upfront availability of capacity in multi-tenant configurations. Customer will provide Lumen with projection capacity requirements at the time of Order for on premises configurations, within commercially reasonable thresholds. Customer acknowledges that capacity planning is an estimate only and not a guarantee of capacity and actual usage may require capacity adjustments. Lumen will use reasonable efforts to meet and/or adjust Customer's capacity requirements; however adjusting to increased capacity requirements is not on demand and requires that Lumen physically install hardware at the applicable location and Customer is responsible for providing Lumen as much notice as possible of increase capacity requirements. Availability of additional capacity by requested dates is not guaranteed. No installation SLA applies and no credits or other remedies are available to Customer for failure to meet requested dates.

2.4 Storage Node Provisioning and Configuration.

2.4.1 Lumen automation tools, utilizing various open source software, and available for self-serve within the Portal, enables Customer to provision a Storage Node according to parameters defined within the Portal. Certain features selected by Customer within the Portal may be subject to additional fees and such features may be more fully described in the Service Guide.

3. Pricing; Billing.

3.1. Service pricing is based on volume size and other configurations selected by the Customer. Pricing for pay as you go Services is subject to change upon notice or during any renewal period for Service subject to a Term Commit. Lumen captures this usage information hourly based on how much is provisioned by Customer and aggregated over the month for purposes of invoicing. Specifics on billing structures are identified below.

3.2. Storage Tiers. Storage Volumes may be provisioned on one of two tiers, corresponding to Access Protocol as defined below. Currently available Storage Tiers are:

3.2.1 Adaptive Tier. Multi-protocol volumes providing adaptive performance with no minimum and a maximum of 30,000 IOPs per TB. Charges for Adaptive Block/File Tier are the sum of provisioned capacity in GB plus IOPs per GB consumed, prorated hourly. IOPs usage and associated IOPs charge is calculated as the maximum IOPs consumed by an individual Storage Volume in a calendar hour.

3.2.2 Object Tier. S3-compatible object storage charged based upon capacity only, prorated hourly.

3.3 Service Term; Renewal; Termination.

3.3.1 Service Term. The Initial Service Term of any LNS Service not subject to a Revenue or 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 LNS Service subject to a Revenue Commit or 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, at the conclusion of the Initial Service Term, the Services will renew on a month to month basis at the same monthly Revenue Commit unless Customer, prior to expiration of the committed term signs a new Order with a new Revenue Commit or Term Commit.

3.3.2 Termination. Customer may terminate a Service at any time without liability for early termination charges if the Service is not subject to a Revenue Commit or Term Commit. 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). Any Service in a renewal term and subject to a monthly Revenue Commit may be terminated by either party upon advance thirty (30) days written notice.

3.4 Revenue Commit.

3.4.1 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 usage only and that the discount applies only for the Initial Service Term. 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. Notwithstanding anything to the contrary, rates may be modified at any time for pay as you go or at any time during any renewal term.

3.4.2 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 the Service is made available to Customer, regardless of the date Customer elects to utilize Service and constitutes Lumen's acceptance of Customer's request for Service.

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3.4.3 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.

4. Lumen Responsibilities.

4.1. Lumen is not responsible or liable for any delays, security policies, security breaches attributable to the Services or connectivity between Storage Nodes. Further, Lumen is not responsible for any loss or corruption of data or information. Lumen assumes no responsibility whatsoever for any damage to, loss or destruction of, or unauthorized disclosure of any of Customer's files, data or peripherals which may result from Customer's use of Service, including transmission between nodes and/or Customer's own or contracted infrastructure, or Customer's errors or omissions in self provisioning the Service or loss or disclosure of any data or information stored within the Service. Lumen does not warrant that others will be unable to gain access to Customer's computer(s) and data. Lumen has no responsibility and assumes no liability for such acts or occurrences.

4.2. Lumen responsibilities for the Service are restricted to those components of the Service Pod up to, and including the network switch contained within the Pod, and any Lumen provided tools or systems necessary for managing the Service. Lumen is not responsible for network connections beyond the Service Pod, except if such connections are managed by Lumen as part of a separate purchased service.

4.3. Customer data stored within the Service is encrypted at rest. Lumen maintains security controls around the encryption keys including storage of keys in an access restricted key vault and keys are rotated on a regular basis.

5. Customer Responsibilities.

5.1. Customer acknowledges and agrees that its failure to perform its obligations set forth in the Agreement, Service Exhibit or this Service Schedule, including for Customer's errors or omissions in setting up, configuring and/or modifying the environment or Service may result in Lumen's inability to perform the Services and Lumen will not be liable for any such failure to perform.

5.2. If any Service Pod will be located at a Customer premises, Customer agrees: (a) it has and will maintain all rights, authorizations and consents necessary to enable Lumen to operate and maintain the Services at the Customer locations; (b) it will, at its expense, provide secure, suitable space and environmental conditions, including power supply, rack space, HVAC, cabling, lighting and any other items for environment requirements, at the Customer location(s) as necessary for the installation, operation or maintenance of the Service, including cabling for connectivity between the hardware and the Lumen network; (c) it will ensure that Lumen, its agents and subcontractors have sufficient, safe and timely access to the Customer locations to enable Lumen to test, operate, maintain and disconnect the Services; (d) it will not, and will not permit others to, move, configure, tamper with, modify, restrict access to, or attempt to repair the Services, the hardware or network or interfere with the maintenance thereof; (e) it bears the entire risk of loss, theft, destruction, or damage to the hardware at Customer locations; (f) it will provide all information and cooperation reasonably required by Lumen in order for Lumen to provide the Services hereunder; and (g) upon any expiration or termination of the applicable Service, Customer will, at the option of Lumen, return the Service Pod to Lumen at Customer's expense, or provide all necessary cooperation to allow Lumen to remove the hardware from any Customer location(s).

5.3. Customer will provide Lumen's approved personnel, immediate access to Customer's physical location to resolve any issues with the Service Pod that cannot be resolved remotely. Customer will ensure that all permissions of any kind needed for the installation and operation of the Service are in place at all times. If the Customer has an Access Control List (ACL) that interferes with management connections, the Customer must allow Lumen access for management and monitoring.

5.4. Customer agrees to notify Lumen in writing at least sixty (60) days prior to requested relocation of the any Service Pods installed on a Customer premise only. Customer agrees that a Change Order, including applicable fees, will apply for any changes to locations. Lumen reserves the right to install alternate hardware that does not materially affect the functionality of the Service. Customer agrees to cooperate with Lumen in the installation of any new hardware.

5.5. Customer will not send, receive or store content containing material which is in breach of any applicable laws, codes, conventions or regulations and agrees that it has and will maintain all necessary rights and authorizations associated with such content. Customer assumes all liability and responsibility for the content of their content or digital files.

5.6. Customer is solely responsible for changes it makes to the Service via the Portal, for maintaining appropriate security, routine archiving of content, and protection and backup of applicable content, which may include the use of encryption technology to protect content from unauthorized access. Lumen will not be responsible for any service interruption resulting in actions taken by the Customer affecting the Service as these are outside of Lumen's control.

5.7. Customer is responsible for ensuring that Lumen has all appropriate permissions to install the applicable software components (subset of the Service Pod) on the third party infrastructure. Customer is also responsible for enabling Lumen management access per the Connectivity requirements noted above.

5.8. Customer represents that it will ensure that all information provided to Lumen is accurate at all times and that any business contact has consented to Lumen's processing of Customer's personal information for such purposes.

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6. Definitions.

Access Protocol: The access method used to establish a connection between an operating system and a Storage Volume and falls into categories of block, file and object protocols. Lumen Network Storage access protocols include NFS v3 and CIFS for file access and iSCSI for block access. Object tier access is via an industry-standard S3-compatible protocol.

IOP means Input/Output operation. Within the Service IOPs are used to meter consumption of performance units measured from the software-defined storage controller and does not include endpoint (server) effective IOPs.

Portal(s): Portal(s) means the Lumen Network Storage Portal and any other Lumen designated Portal as used within this Service Schedule and associated with the Lumen Network Storage Service.

Storage Node: A Storage Node, available with Adaptive Tier, is a software-defined storage array configured on the underlying hardware at a given location that is co-located with the workloads that are consuming the Service. Each Storage Node is dedicated to a single customer.

Service Pod: A Service Pod is the hardware and software upon which the Service is delivered, including physical servers, storage and network devices and associated software. Service Pods are installed in all Service locations except third party cloud providers, where only software is installed on the provider's underlying infrastructure. Hardware may be owned by Lumen, an affiliate or its vendors.

Storage Volume: A Storage Volume refers to the logical container that holds data being stored. Storage Volumes provide multi-protocol access to servers.

LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE

1. General. This Service Schedule applies when Customer orders Lumen Cloud Communications Service ("Service"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the "Agreement"). "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. Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Service. 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. All invoices will be issued to Customer and paid in the currency specified in the Order, Lumen-issued quote, Order Form, 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. If any payment to be made to Lumen under this Service Schedule 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. Service Description. Service is an internet protocol ("IP") based service that provides real-time two-way voice capability in IP over an internet connection coupled with other Unified Communications ("UC") features. Service also includes options to support functional lines for alarms, elevators and security. Customer may purchase Service on a per package basis. Service packages include specific features based on package type. In addition to the Service, Customer may also purchase IP handsets and accessories ("IP Device(s)") from Lumen.

2.1 Packages.

(a) Standard Package. The Standard Package allows the end user to make and receive voice calls and includes standard telephony features.

(b) Advanced Package. The Advanced Package has the call capabilities and telephony features of the Standard Package as well as access to a soft phone. Soft phone means software for an IP enabled device that allows Customer's end users to make and receive calls on that device.

(c) Professional Package. The Professional Package has the call capabilities and telephony features included in the Advanced Package and includes access to collaboration features including instant messaging, team workspaces and audio/video conferencing.

(d) Specialty Lines Package. The Specialty Lines package supports functional lines needed for alarms, security, and elevators. This package includes a Standard Package, up to 2 Gb of LTE network (per location) as a failover, management and monitoring services, Lumen owned and provided devices that include a UPS, ATA and LTE router which is packaged in the total MRC. LTE network is pulled across all Customer locations. LTE overage charges may apply. MRC also includes onsite installation and site survey. Additional chargeable items may be identified during the site survey.

2.2 Local and Outbound Domestic Long Distance Service. Local calls and domestic long distance are included in the Standard, Advanced and Professional Package.

2.3 Service Conditions. The following conditions apply to the Service:

(a) Site Conditions. Customer is responsible for ensuring that its Customer data, network/equipment and premise environment ("Customer Environment") is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on the Service using that network. Lumen has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment.

(b) Access. Customer must provide Lumen and/or its representative access to the Customer premises to the extent reasonably determined by Lumen to support Service. Customer must cooperate with any third-party approved by Lumen to assist in provisioning at the Customer's site. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

(c) Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using Lumen commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE LUMEN WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY LUMEN; and (b) federal Do Not Call rules require that

LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE

companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(d) Unsupported Calls. The Service does not support collect or third-party billing. The Service does not support operator services, 900, 976 and/or x11 services (other than 911, 811, 711 and 411 dialing) in all service areas.

(e) Area of use. The Service is intended to be used only at one location that is specified by the Customer as the place of use for a particular TN and is within the United States (not including U.S. territories). Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one location in any other location, unless Customer has requested a change of its Registered Location, and has received approval and the Emergency Services Update Confirmation from Lumen as set forth in the "Use of Service at a Different Location" section below. Emergency calls automatically route to the appropriate emergency response center based upon the Registered Location. The definition of "Registered Location" is found in the "Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations" below. If Customer or an end user tries to use the Service (i) at a location other than a Registered Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (including without limitation, the risk that Customer will not have access to emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).

(f) Use of Service at a Different Location. Customer may only use the Service at the Registered Location for that TN. Customer must submit a Location change request before using Service at any location other than the Registered Location. Location change request process can be found at <https://www.lumen.com/help/en-us/cloud-communications.html>. Failure to change the location is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency calls being routed to the incorrect emergency response operator based on incorrect address information. To ensure proper routing of emergency calls, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to make emergency calls at another address without following the location address change process.

(g) Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer has no right to transfer any licenses assigned to it in association with the Service in any way. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for fraudulent or unauthorized use of the Service.

(h) Power Outages; Internet Access, Customer Environment and CPE Failures; Maintenance Work. The Service will not operate (including, without limitation, end users will be unable to access emergency services) if any of the following items fail: (i) power used with the Service; (ii) the internet access used with the Service (including without limitation, failures caused by suspension or termination of the internet access under the terms of that service); (iii) the customer environment; (iv) IP enabled devices used with the Service. Additionally, the Service will not operate (including, without limitation, end users will be unable to access emergency services) while maintenance work is being performed.

2.4 Service Levels. Service is subject to the Lumen Cloud Communications Service Level Agreement ("SLA"). The SLA is posted at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen reserves the right to amend the SLA effective upon posting to the website or other notice to the Customer. Customer will not be entitled to SLA remedies if Service fails to meet a Lumen SLA due to a failure, malfunction, or insufficiency of internet access, IP devices, or any other services, facilities, and components relating to Service, including without limitation customer environment. Internet access and IP devices are not included in the SLA measurement. The SLA remedy is Customer's sole remedy for nonperformance, outages, failures to deliver or defects in Service. SLA remedies will not be available for Excused Outages. Excused Outage is defined in the SLA.

2.5 Promotions. Lumen may offer certain discounts, features, promotions, waivers of applicable charges (such as termination charges) and other benefits associated with the purchase of Services, in marketing and informational materials (collectively, "Promotions"). Provided that Customer meets and continues to meet the qualification requirements of the applicable Promotion, in the event of any conflict between the terms of the Agreement and the terms of a Promotion, the terms of the Promotion will control with respect to the Service. Lumen may, in its sole discretion, change or discontinue Promotions at any time without further notice.

Lumen may provide a "Try and Buy" option for Lumen Cloud Communications Specialty Lines package on an approved basis. The "Try and Buy" will require customer to sign an initial term contract with the first 90 days being at no charge to the Customer and the associated CPE included at no charge. The "Try and Buy" will be limited to a single location with max of 8 lines unless otherwise negotiated. Locations may not qualify if additional work is identified during site survey. Customer may choose another location at that time. Customer will be able to cancel via written notification at any time during the initial 60 days of the Try and Buy period. At time of cancel, any devices provided as part of the "Try and Buy" will need to be returned to Lumen within 30 days of cancelling or before the initial 90 day period ends. Site survey and installation charges may be assessed upon cancellation. If customer chooses to remain on the service, all applicable terms and pricing will apply unless negotiated rates and terms are approved prior to the end of the "Try and Buy" 90 day term. SLA remedies are not applicable during the Try and Buy period.

2.6 IP Devices. Lumen may provide IP handsets and accessories ("IP Devices") for Customer's purchase and use with the Service packages Standard, Advanced and Professional. Purchased IP Devices will be charged as a one-time non-recurring charge ("NRC"). Installation for IP Devices may be purchased separately for a one-time NRC. All Lumen-provided IP Devices and any software associated with any IP Device or which is necessary to utilize the Service via the IP Device are subject to all applicable terms and conditions set forth by the manufacturer or publisher, available upon request, including but not limited to any end-user license agreements, warranties,

LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE

and return material authorization policies. Lumen is not responsible for any maintenance or management of IP Devices utilized by Customer in association with Service. Should Customer utilize IP Devices not provided by Lumen, Customer hereby releases Lumen from any and all liability relating in any way to those IP Devices.

All sales of IP Devices to Customer by Lumen in association with the Service are final. Customer will pay all applicable shipping charges for the IP Devices. Ownership and all risk of loss of IP Devices except damage caused by Lumen, its agents or subcontractors, will transfer to Customer when the IP Devices ship from the manufacturer. Lumen will invoice Customer for IP Devices upon delivery confirmation. Until Customer pays Lumen in full for any IP Devices, Customer (1) grants to Lumen a continuing security interest in such IP Devices, including additions, replacements, and proceeds; (2) authorizes Lumen to file a financing statement with or without Customer's signature, and (3) will not transfer the IP Devices or change its name or organizational status except upon at least 30 days prior written notice to Lumen. IP Devices are sold on an "as-is and where-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose. Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer or vendor of the applicable IP Devices.

As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to any IP Device following delivery from any cause whatsoever (collectively, "Loss"). Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. Where a new IP Device is purchased due to Loss or damage, Customer will pay: (a) the full replacement value of the damaged IP Device, and (b) a one-time charge to cover Lumen's cost to ship the new IP Device. The terms and conditions in this Service Schedule will continue to apply. The replacement IP Device may or may not be the same model.

3. Customer Responsibilities.

(a) Customer is responsible for providing internet access that is compatible with the Service and meets the minimum speeds necessary to support the Service. Customer will be responsible for troubleshooting all quality of service and connectivity issues including, but not limited to, engaging the internet access provider on outage and quality issues.

(b) **Telephone Numbers.** Customer must select at least one telephone number ("TN") for use with Service. The TNs may be new TNs or existing TNs that are currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications service and ported to Lumen for use with the Service ("Ported TNs"). Customer is responsible for providing all information necessary for Lumen to facilitate the use of the Ported TNs with the Service. If Customer does not order new TNs from Lumen, and Ported TNs are not ported within 60 days of the request to port TNs for a specific location, Lumen reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, Lumen may terminate Service and Customer will lose all telephone numbers. There may be limitations to porting telephone numbers between voice service providers. Due to the geographic nature of telephone numbers and the differences with the geographic areas that service providers are authorized to serve, telephone numbers ported or otherwise served by VoIP service providers may not be portable by other voice service providers.

(c) **Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify Lumen, its Affiliates, vendors, agents and contractors against all third-party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

(d) **Service Term.** Services may be ordered for a Service Term. All Services at a location will be coterminous with the Service Term of the first Service provided at that location regardless of when any subsequent Services are ordered. At the end of the Service Term any remaining Service at that location will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen.

(e) **Cancellation and Termination Charges.** If Customer cancels an Order for Service prior to the delivery of a Connection Notice cancellation charges may apply. If Customer terminates all Services at a location prior to the expiration of the Service Term for that location, or if all Services at a location are terminated by Lumen as the result of Customer's default, Customer will pay early termination charges as set forth in the Agreement for the peak number of Services ordered at that location.

(f) **Billing and Charges.** Customer will pay MRCs and NRCs for the Service and any additional charges for certain activities or features as set forth in the Order.

(g) **Acceptable Use Policy and Privacy Policy.** Customer must comply with the Lumen Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html> for Service purchased under this Service Schedule and acknowledge the Lumen Privacy Policy, which is available at <https://www.lumen.com/en-us/about/legal/privacy-notice.html>. Lumen may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers.

(h) **E-Mail Information/Updates.** Customer acknowledges and agrees that Lumen or its representatives may contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service for any reason relating to the Service. Customer

LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE

further agrees to provide Lumen with any and every change to its e-mail address by updating its e-mail address on the <https://www.lumen.com/login/>.

(i) **Internet Access.** Internet access is not part of the Service and Customer must obtain it separately.

4. Additional Service Limitations and Disclaimers.

4.1 If Customer experiences Service performance issues at any location, Lumen or its representative will work with customer to isolate the problem. However, Lumen's sole obligation will be to provide IP phone or software client configurations to Customer. Lumen will not troubleshoot voice quality issues associated with internet access that is not provided by Lumen, and Lumen will not work with a third-party internet access provider on behalf of Customer.

4.2 The performance and quality of the Service depends upon the internet access obtained by Customer. Lumen does not guarantee the quality of Service or that Service will perform as described in the Service Schedule. This includes, but is not limited to, placing and receiving calls (including emergency calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

4.3 Regardless of any provisions to the contrary in the Agreement, Lumen will have no liability whatsoever for Service issues at any location related to or caused by the misconfiguration, or failure of the internet access or any equipment of the Customer or internet access provider.

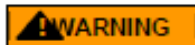
4.4 Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Lumen's ability to provide service to Lumen customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for autodialing, predictive dialing, chat lines, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for any other uses that result in usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording laws related to Customer's use of a call recording feature, if any.

4.5 Privacy. Lumen, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of the Service to perform maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

4.6 Security. Lumen has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by Lumen used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-Lumen transmission system to transmit or receive data stored on Lumen systems (in any format, e.g., .WAV files or speech-to-text), Lumen makes no representations regarding the security or compliance of those transmission systems. Lumen is not responsible for the security of those transmissions. Lumen will not assume nor bear any responsibility for determining whether a non-Lumen transmission system is appropriate for transmitting Customer data, or if other security measures are necessary. Any and all security-related issues discovered by Customer must be reported to Lumen within 24 hours of discovery.

4.7 No Resale. Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties.

4.8 Access to Emergency Response Services.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

4.8(a). Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone

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number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. Lumen will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.Lumen.com/legal/HV1Q5IP/911advisory.pdf>. **Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.** Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

4.8(b). Limitation of Liability.

(a) LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION).

(b) CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S ACTS, OMISSIONS (INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE THE RECEIPT AND TRANSMISSION OF DIRECT-DIAL "911" CALLS OR MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS), OR FAILURES OF CONNECTIVITY THAT IMPEDE, PREVENT OR OTHERWISE MAKE INOPERABLE THE ABILITY OF CUSTOMER OR ITS END USERS TO DIRECTLY DIAL "911" OR TO RECEIVE OR TRANSMIT MULTI-LINE TELEPHONE SYSTEM NOTIFICATIONS, AS REQUIRED BY LAW, IN THE UNITED STATES.

LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE

ATTACHMENT A WARNING LABELS (US)

WARNING:
E911 Service May be Limited or Not Available
Emergency Calling Service/E911 will not be available if
Your broadband/interconnected connection has failed or
is disconnected
Your electrical power is disrupted
The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:
E911 Service May be Limited or Not Available
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STATEMENT OF WORK

911inform Location Discovery Solution powered by Lumen
Agreement CLM ID # XXXXXXXX
Quote/SOW Number (if applicable): >>XXXXXXXX<<

1. OVERVIEW

The 911inform Location Discovery Solution powered by Lumen Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the services to be provided to >>ENTER CUSTOMER'S NAME<< ("Customer") by Lumen. "Lumen" is defined for purposes of providing Services under this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and/or its affiliated entity as identified below or in an invoice. This SOW is effective upon the last date signed below ("Effective Date"). This SOW incorporates by reference and is governed by a Lumen or CenturyLink Master Service Agreement, or other service agreement executed between the parties and the Custom Solutions and Services Schedule, or the then current standard Lumen Master Service Agreement and Custom Solutions and Services Schedule if not executed as of the Effective Date of this SOW, copies of which will be made available upon request, (collectively, the "Agreement"). The Services are governed by this SOW and any attachments, SOW Change Requests and the Agreement. Capitalized terms not defined in this SOW are defined in the Agreement.

2. DESCRIPTION OF WORK

2.1. 911inform Location Discovery Solution powered by Lumen.

Lumen, by and through its subcontractor(s), will provide the 911inform Location Discovery Solution (LDS) along with Implementation Services and Managed Services. 911inform Location Discovery Solution (LDS) is automated End Point location discovery Software that maintains and manages device location information for all devices connected to an enterprise Multi-Line Telephone System ("MLTS"). When emergency calls are made from an enterprise MLTS utilizing 911inform LDS, calls are routed to the correct Public Safety Answering Point within the United States based upon the location data collected via the LDS. The LDS also provides notifications to designated users within the 911inform platform to provide alerts of emergency calls made from the enterprise MLTS. 911inform Location Discovery Solution powered by Lumen (the "Services") is provided via the Subscription Services, Implementation Services and Managed Services further described below. Lumen Resources will perform the activities detailed below. Lumen will provide subject matter experts to perform, manage and implement the Services. Lumen will perform the requirements gathering design, and configuration activities in support of the Services. All other services are out of scope and require a SOW Change Request. The following required and optional components of Services are available to Customer and will be delivered as necessary.

(a) Software & Product Subscription Services ("Subscription Services").

License Grant. The license grant and scope of the grant provided by Lumen to Customer for the Software and Documentation associated with the Software, is documented in the 911inform EULA located at www.lumen.com/911inform-eula. License keys for the Software will be provided to Customer via email. Upon the expiration or earlier termination of this SOW, the licenses granted under this SOW will also terminate and Customer and its Authorized Users will cease using and will destroy all copies of the Software and Documentation in Customer possession. "Authorized Users" means individual persons authorized by Customer to use the Software pursuant to the license granted. An Authorized User can be Customer's employees or independent contractors. "Software" means 911inform's software, applications, programs, platforms (including the 911inform platform that provides notification and security management functions) that have been integrated with and includes RapidSOS Services, including any Updates. "Documentation" means user manuals, handbooks, guides, end user documentation, technical specifications, and any other materials, relating to the Software and 911inform Services provided in printed, electronic or other form. Document Deliverables include Documentation as defined in this SOW. "RapidSOS Service" means programs, platforms, or other products or services of RapidSOS, (including RapidSOS' clearinghouse and portal that provides location data and transmits and otherwise makes available supplemental emergency data). "RapidSOS" means Rapid SOS, Inc. "Updates" means any updates, bug fixes, patches, maintenance releases, or other error corrections to the Software that Licensor generally makes. Customer agrees to and will comply with the following regarding the Software and Software licenses:

- End Point User Licenses will be ordered in increments of 50 licenses. "End Point" means a telephone station extension defined within Customer's MLTS system) and any associated devices that are used for an Authorized User's voice communications but does not include extensions or stations that are used for other purposes like computer-to-computer connections, test connections, announcements, call-groups, or system functionality.
- Each End Point User License will be associated with a single extension within the applicable MLTS, regardless of the number of devices used to access that extension.
- Customer and Lumen will execute a SOW Change Request if Customer desires additional Software licenses beyond what is identified within this SOW.
- Each End Point User License purchased through a SOW Change Request will be coterminous with the End Point User Licenses purchased under this SOW and will expire on the same date as the End Point User Licenses ordered under this SOW. Customer will be charged and pay a prorated fee for each additional End Point User License ordered via a SOW Change Request based on: (a) the license fee at the time of the SOW Change Request and (b) the time until expiry or renewal of the original End Point User Licenses. If Customer renews licenses purchased under the original purchase, each End Point User License purchased through a SOW Change Request that has not been terminated will also renew with the licenses purchased under this SOW.



- 911inform will provide license capacity reports on a quarterly basis as well as capacity-driven and/or ad hoc bases reports. Lumen may use and rely on the accuracy of such reports for the purposes of determining if Customer has exceeded its licensing rights for the number of End Point User Licenses granted to Customer. If Customer's End Point User License capacity is shown to have been exceeded on a report, then prorated application of the charges, for additional End Point User Licenses required to be compliant, will begin on the first of the following quarter regardless of the date of SOW Change Request. License count will be based on the number of licenses utilized as represented on the quarter end report. Customer will submit the SOW Change Request for the additional End Point User Licenses required to be compliant in an expedient manner. Actual invoicing for the additional licenses will occur after the SOW Change Request is executed and Customer will be invoiced for payments retroactively to the start of the quarter following the quarter in which license overages were identified.
- Notwithstanding anything to the contrary, adherence to Service Level Objectives ("SLOs") will be in accordance with the terms at <https://www.lumen.com/lds-slo>. For clarity, the SLOs will apply in lieu of any other Service Level Objectives or Service Level Agreements in the Agreement.
- Adhere with all product Documentation applicable.

911inform LDS Base Package (required Service). Cloud based Software application that manages the location of IP End Point devices attaching to the Customer's communications network. The application supports discovery and verification of location, secure storage of location information, and call routing for 911 emergency calls. One base package subscription is required per 911inform LDS Base Package instance. A single instance provides a common repository of data with associated common standardized organizational processes that enable the management of emergency services.

End Point User Licenses (required Service). Licensed Software, maintenance and patch support that will enable the tracking and monitoring of authenticated devices and support any updates to the device location as necessary. End Point Licenses are associated per 911inform LDS Base Package instance and are purchased in tiers. Each End Point Tier includes a block(s) of twenty (20) annual calls to an Emergency Call Response Center ("ECRC").

Cell Phone Subscription (optional Service). A software solution, that is enabled with RapidSOS Services, with which: (a) 911inform establishes a virtual boundary line (geo-fencing) around a Customer's premises. If a supported smartphone dials 911 from within the virtual boundary lines the Software will prompt an alert to Customer's local teams that an emergency call has taken place and opens a bi-directional channel directly with public safety; and (b) When a PBX 911 call is made from these facilities the software will send floor plans of the premises through an over-the-top data channel that will enable bi-directional communication with the PSAP in addition to the traditional voice and data channels. Cell Phone Subscription is associated per 911inform Base Package instance.

Emergency Call Response Center (This Service will automatically be provided and invoiced if Customer exceeds the allotted block of annual calls to the ECRC provided with each End Point Tier of End Point Licenses). Incremental Emergency Call Response Center ("ECRC") call blocks. ECRC calls enables 911inform LDS to route emergency calls from devices that fail registration to a 24/7 dedicated emergency response center. An operator at the emergency response center will manually route the emergency call based on the information verbally provided by the caller.

b) **Managed Services.**

LDS Level 2+ ("L2+") Support (required Service) (supports Request ("REQ"), Incident ("INC"), Problem ("PRB), Change ("CHG"), and Configuration Management ("CNF") processes) – Per End Point. LDS Level L2+ includes hosting, management and Software support, MLTS system annual upgrade support and technical training.

Interactive Mapping (optional Service). Supports Customer's choice of Simple or Complex-based maps per floor. Simple maps are digitized floorplans utilized to better improve wayfinding to a caller's location similar in nature to fire escape plans. Main walls with entrance/exits will be represented with main areas depicted as eight (8) or less zones on each floor. Each floor with greater than 8 zones will require a Complex map. Complex-based maps are digitized floor plans utilized to better improve wayfinding to a caller's location similar in nature to fire escape plans. Maps can detail to the office and cube level on each floor and will depict more than 8 zones. The following constitute floor plan changes covered under Interactive Mapping per Floor Managed Services:

- Change in numbering or naming of rooms/zones.
- Changes to interior walls, exit doors.
- Addition or removal of cubicles, rooms or zones within the established confines of the existing floor plan.

Advice Line (optional Service). Advice Line is an "ask the expert" service designed specifically to provide Customer with quick guidance on operational and/or best practice questions about LDS.

LDS Level 1 ("L1") Support (optional Service).

- REQ - Support How-to - Responsible for providing How-to Support for 911inform system users.
- REQ - support account unlocks / password resets - Responsible for resolving account unlocks and password resets.
- REQ - IMACD (Install, Move, Add, Change, De-Install) - Responsible for processing all IMACD requests for system users and sites.

See Exhibit A for Managed Services support flows and additional responsibilities.

c) **Implementation Services.**



Customized Implementation Services (required Service). Customized Implementation Services include support of implementation governance, facilitation of data collection processes, 911inform connect module Customer server technical design, implementation support and MLTS technical consulting when applicable, and training. Service is charged per 911 inform LDS Base Package instance.

911inform LDS Connect Module Setup (required per MLTS if Connect Module application is supported for Customer's MLTS). "Connect Module" is the Software application that integrates with the MLTS and/or MLTS application platform as required to listen for End Point device registration events. Service includes software configuration and assistance with deployment. Service when provided is required per MLTS integration. MLTS integration is required to provide pro-active monitoring of End Points enabling utilization of layer 3 network configuration and end user validated prompts. Required when connecting to an MLTS for End Point registration event monitoring and receiving emergency call events.

911inform LDS Platform Setup (required Service per End Point User License). Design, setup, and configuration of dispatchable location architecture and emergency call alerts notifications.

Interactive Mapping (optional Service per floor plan). Digitizing customer floor plans to provide enhanced location discovery and alerting capabilities. A floor plan digitization is considered complete when the floor plan is digitized, and the Customer has approved. Beyond initial implementation of Interactive Mapping, additional charges will be invoiced by Lumen and paid by Customer when Interactive Mapping is done to support any of the following:

- A new building is added to the Customers environment.
- An addition of a new floor, even in a preexisting building or site.
- A new wing/section of the building is added that was not previously mapped.
- An existing site is moved to an unmapped building.
- Any floor plan which changes from a Complex Map to a Simple Map.
- Any floor plan which changes from a Simple Map to a Complex Map.

Document Deliverables. The required Document Deliverables are as follows:(a) Implementation Services schedule; (b) weekly status reports; and (c) action and issues register.

All Implementation Services will be provided remotely in their entirety.

2.2 Customer Responsibilities. Customer acknowledges and agrees that its failure to perform its obligations detailed in this SOW or any SOW Change Request, as applicable, may result in Lumen's inability to perform the Services. Lumen will not be liable for any failure to perform, including any SLOs, in the event Customer fails to fulfill Customer's obligations. The following conditions must be met by Customer throughout the term of the SOW.

- (a) Customer agrees to the terms and conditions in the 911inform EULA and will use the Software and Documentation in accordance with the 911inform EULA found at: www.lumen.com/911inform-eula.
- (b) Customer agrees to the terms and conditions in the RapidSOS EULA and will use the RapidSOS Services in accordance with the RapidSOS EULA found at: www.lumen.com/rapidsos-eula.
- (c) Customer consents and agrees that Lumen may provide Customer Information to 911inform for purposes of administering or enforcing the licenses to the Services and providing maintenance and support or other services to Customer. Customer further agrees that for all Customer Information collected or received by Lumen and, for any Customer Information that includes personal information, Customer will notify and, where required by applicable law, obtain the written consent of, all end users that their information may be transferred or disclosed to 911inform and third parties for the foregoing purposes. "Customer Information" means any information collected, received, processed, or maintained by or on behalf of Lumen from or relating to Customer in connection with Services.
- (d) Customer acknowledges that the Software and any Services of which it is a part is merely one component of an emergency response system and should not be relied upon to the exclusion of any other precautions, safeguards, training, systems, equipment, products or services that may enhance the safety of Customer and its employees, guests, invitees and other third parties for whom Customer may be responsible.
- (e) Customer will be responsible for all uses of the Services and Documentation through access thereto provided by Customer, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Customer is responsible for all actions and failures to take required actions with respect to the Services and Documentation by its Authorized Users or by any other third party to whom Customer or an Authorized User may provide access to or use of the Services and/or Documentation, whether such access or use is permitted by or in violation of this SOW. Further, Customer is responsible for ensuring that Customer or Authorized Users follow all instructions and Documentation related to the Services with respect to inputting, updating and providing any information required for the Services to perform in accordance with this SOW and the Services published specifications. Customer acknowledges and understands that the Services may not function properly or may fail to transfer, read, or transmit the correct information if Customer or Authorized Users do not properly input or update the required information in the portal provided with the Services.
- (f) The authorized territory for the Services is limited to the United States and no Service provided or license granted under this SOW may be used outside of the United States.
- (g) Customer will not resell the Services to third parties.
- (h) Customer is responsible for the security of its network, all Customer provided components (including equipment and devices that support or are used in conjunction with the Services and all components that are located on Customer premises.

- (i) Customer will assign a dedicated, authorized representative who will be available through the completion of the final tasks for implementation milestone, and Customer will keep contact information up to date with Lumen, including email address.
- (j) Customer will identify and provide Lumen with access to all relevant Customer-controlled information, systems, equipment, environments, resources and locations to Lumen and ensure that such are sufficiently provisioned to allow Lumen to provide Services.
- (k) 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 Service.
- (l) Customer is responsible for the performance or quality of Customer's third-party vendors.
- (m) Customer will commit resources to meet its obligations for the duration of the Service Term.
- (n) Customer will not, without the prior written consent of Lumen, either directly or indirectly, solicit or attempt to solicit, divert or hire away any Lumen Resource for a period of one year following the termination of the SOW.
- (o) Customer will provide a safe workplace in compliance with all laws if Services are performed at a Customer location.
- (p) Customer will manage communications with end users.
- (q) Customer will assist, as necessary, in making available key internal resources across both business and technical organizations for interviews and working sessions.
- (r) Customer will set-up a data repository for all implementation Services documentation and provide Lumen Resources and all other stakeholders and resources access.
- (s) Unless otherwise specified in writing, Customer will complete a review of each submitted deliverable within fifteen (15) days.
- (t) Customer will provide a list of stakeholders and contacts.
- (u) Customer individuals will have sufficient knowledge of business requirements and technical environment in order to support the Implementation Services.
- (v) Remote Access: Customer will ensure that GoToMeeting, Teams, Skype for Business, WebEx, or some other form of remote access is available for remote access to configure the 911inform LDS Software. Remote control of a PC can be strictly controlled by Customer security personnel to retain control of system access. Using the methods offered above allows for the best methods of support from Lumen to Customer and is the Lumen standard for support. Unsupervised support through VPN access is not something that is offered by Lumen. Ongoing support is provided the same way. If there is a need for remote access to the 911inform LDS applications, the administrator on Customer side would contact Lumen support and a link would be provided by Lumen support to Customer to one of the screen-sharing applications listed above.
- (w) Existing Equipment: Customer is responsible for existing equipment unless equipment falls under the Lumen annual support services description. Where applicable, Customer is responsible for installing supported operating systems on Customer furnished hardware.
- (x) Where applicable, Customer is responsible for distributing all Software to Customer workstations. Servers targeted for integration must be attached to a network and outbound traffic should be allowed unmolested from Gateway device on specified TCP/UDP ports.
- (y) For internal networked systems, Customer network must support the increased network load.
- (z) Customer will provide Level 0 ("L0") support as defined in Managed Services Exhibit A.
- (aa) If Customer does not purchase LDS Level 1 Support from Lumen, then it is Customer's responsibility to provide Level 1 ("L1") support as defined in Managed Services as described in Exhibit A.
- (bb) Installation of third-party security certificates.
- (cc) Customer acknowledges and accepts the following about Lumen's provisioning of the Rapid SOS Services:
 - The RapidSOS Services are supplied subject to a licensing agreement between RapidSOS and 911inform;
 - The RapidSOS Services are conditioned on the continued existence of a licensing agreement between RapidSOS and 911inform;
 - In the event that 911inform and RapidSOS modify or terminate the license between them, Lumen will notify Customer as far in advance as is reasonably practicable of any Service that may be impacted, and the Service functionality will be adjusted accordingly; and
 - Lumen will not be responsible for such modification or termination, and any modification of the Service will not affect Customer's obligation to pay all fees that became due before such modification or termination. Customer will not be entitled to any refund of fees that became due before such modification or termination.
 - If the license is modified or terminated, the Service pricing will be modified via SOW Change Request accordingly.

2.3 Assumptions.

- (a) Actual start dates for each Implementation Service will be mutually agreed upon by Lumen and the Customer.
- (b) Other Lumen Resources will be utilized as needed, to provide a full scope of technical expertise.
- (c) If the Implementation Services extend beyond the mutually agreed timeline due to delays caused by parties other than Lumen Resources, additional charges may apply with written mutual agreement and prior advisement of timeline delays.
- (d) Requests for Lumen Resources or activities beyond those set forth in this SOW require written approval by Customer and acceptance by the Lumen in the form of a SOW Change Request.
- (e) Any requests by Customer to work on other engagements are subject to Customer and Lumen executing a SOW Change Request or new Statement of Work.
- (f) Lumen will be provided a Customer email address and/or access to necessary Customer resources (e.g., SharePoint, file shares, documentation shares, etc.) to fulfill services.
- (g) Lumen reserves the right to utilize subcontractors as necessary in accordance with this SOW, including obtaining necessary approvals.

- (h) Lumen will provide Lumen contact information (name, phone, pager, wireless) for all Lumen team members, including subcontractors, with whom Lumen and their Customer will interface.
- (i) All tasks to be completed by Customer must be done in accordance with the Implementation Services timeline. Deviations from Implementation Services schedule may result in Implementation Services timing alterations and a mutually agreed upon SOW Change Request.
- (j) Lumen will have the access to the Customer environment to conduct in-scope system(s) backups.
- (k) Customer data is stored in three places within the 911inform LDS architecture, integrated with Customer MLTS system:
 - 911inform LDS Cloud platform – data includes User First Name, User Last Name, MLTS Telephone Number, Physical Street Address, Email Address, SMS/Text Address or Phone Number, End-point IP Addresses, and floor plan images.
 - 911inform LDS On-premises server – Configuration file use to manage the connection between the PBX and the 911inform Cloud platform.
 - 911inform LDS Desktop client – Only local user credentials are stored for each unique desktop client. All other data is within the 911inform cloud architecture.
- (l) Termination of Service. Upon termination of service Lumen will:
 - Delete all client data stored in the 911inform LDS cloud service.
 - Provide evidence of data deletion upon Customer request.
 - Redirect call from the number provided by 911inform.
- (m) Cellular Subscription Service requires activation from the PSAP associated with the location being geofenced. Customer acknowledges that Lumen has no control of the PSAP, nor the time required by the PSAP to complete activation. Customer has the option to select an alternative location if PSAP activation is delayed.
- (n) Only Lumen and 911inform will have administrator rights to the MLTS Connection Modules. Only 911inform will have administrator rights to the 911inform LDS Base Package.
- (o) If Customer has a remote survivable gateway, and the remote survivable gateway is handling the 911 calls, then 911 calls may use analog lines and only the billing address may be used for location identification.
- (p) Standard Implementation Services Hours.
- (q) All non-service impacting work described in this scope will be performed during normal business hours defined as 8:00 am to 5:00 PM local time; Monday through Friday ("Business Day"), excluding Lumen and Customer's designated holidays. "Cutover" for the sites will be completed outside of Business Day hours.
- (r) Any Implementation Services, including changes covered by the Managed Services subscription, and Advice Line services provided under this SOW will be performed Monday through Friday, 8:00AM to 5:00PM local time excluding Holidays ("Normal Business Hours"). Holiday schedule is as follows:
 - January 1: New Year's Day
 - February: Presidents Day (observed) [3rd Monday in Feb]
 - May: Memorial Day (observed) [last Monday in May]
 - July 4: Independence Day; (observed)
 - September: Labor Day [1st Monday in Sept]
 - October: Columbus Day [2nd Monday in Oct]
 - November 11: Veterans' Day [Nov. 11 every year]
 - November: Thanksgiving Day [4th Thursday in Nov]
 - December: Christmas Day [Dec. 25 every year]

3. CHARGES; SERVICE TERM & TERMINATION

3.1 Charges. Customer agrees to pay the rates identified in this SOW and all other charges, including surcharges and taxes, as invoiced by Lumen as required by the Agreement and as described in the payment schedule below. Acceptance is not a prerequisite for billing or payment. The Service charges below represent the Non-Recurring Charges ("NRC") and Annual Recurring Charges ("ARC") for the Services under this SOW. Lumen will invoice Customer according to the payment schedule described below. The ARCs for each annual service period will be invoiced at the beginning of each twelve (12) month service period within the Service Term. Each ARC will apply to the following year of Service which will begin on the anniversary date of the completion of the base tasks for implementation milestone. For avoidance of doubt the initial ARC for all Subscription Services and all Managed Services ordered under this SOW will be invoiced and payable after completion of the base tasks for implementation milestones contained in this SOW.

Additional Pricing Terms.

- LDS L2+ Support pricing is the cumulative price Per End Point for each Tier. Total LDS L2+ Support price equals the sum of the price Per End Point in each Tier times (x) the quantity of End Points in each Tier.
- LDS L1 Support pricing is the cumulative price Per End Point for each Tier. Total LDS L1 Support price equals the sum of the price Per End Point in each Tier times (x) the quantity of End Points in each Tier.
- Each Tier includes 1 incremental ECRC Call Block. Total ECRC Call Blocks purchased equals the sum of ECRC Call Blocks for each Tier purchased plus and additionally purchased ECRC Call Blocks.
- All Subscription Services are annual licenses.
- Should Customer's ECRC total calls exceed the annual allocation associated with the End Point tier plus any additionally purchased ECRC Call Blocks for the current subscription term, Customer will be invoiced for the number of ECRC Call Blocks required to cover the overage at or after the next annual anniversary of the start date of the Service Term for Customer's End



Point User Licenses. Customer will submit the SOW Change Request for the additional ECRC Call Blocks required to cover the overage in an expedient manner.

- LDS L2+ Support per End Point must equal the total number of End Point licenses purchased.
- LDS L2+ Support per End Point true-up on a quarterly basis on the same schedule as End Point license true-ups.
- If optional LDS L1 Support is purchased from Lumen:
 - The total number of End Points must equal total number of End Points User Licenses purchased. LDS L1 Support is incremental to LDS L2+ support.
 - LDS L1 Support true-up will be done on a quarterly basis on the same schedule as End Point User License true-ups.
- A fully executed SOW Change Request will be required at least 30 days in advance of the annual period anniversary date to reduce licenses, if required, for the upcoming twelve (12) month service period. The maximum reduction of annual licenses cannot exceed 15% of the current number of purchased licenses in the subscription term.
- If optional Interactive Mapping is selected:
 - Simple Maps and Complex Maps counts will be trued-up at the end of each quarter.
 - Customer will be invoiced for any additional maps. Charges will be prorated through the end of the then current subscription Service Term.
- 911inform LDS Platform Set-up pricing is the cumulative price per End Point for each Tier. Total 911inform LDS Platform Set-up price equals the sum of the price Per End Point in each Tier times (x) the quantity of End Points in each Tier).

The charges in the tables below do not include applicable taxes, fees, and surcharges. Such amounts will be assessed in addition to the payment amounts set forth in this SOW.

Implementation Services Price Table.

Service	Service Type	Description	Charge Type	Unit Price	QTY	Total NRC per Service
Customized Implementation Services	Required	Governance, Facilitation of data collections processes, Connect Module server technical consulting, and Training - charged per 911inform LDS Base Package instance	NRC	Custom	0	\$00.00
911inform LDS Connect Module Set-up	Required	911inform Connect Module Set-up – Per MLTS (Required if 911inform LDS Connect Module is in scope)	NRC	\$ 6,428.58	0	\$00.00
911inform LDS Platform Set-up	Required	Per End Point 500-1500	NRC	\$ 7.72	0	\$00.00
	Required	Per End Point 1501-5000	NRC	\$ 6.43	0	\$00.00
	Required	Per End Point 5001-15000	NRC	\$ 5.15	0	\$00.00
	Required	Per End Point 15,001-25,000	NRC	\$ 4.19	0	\$00.00
	Required	Per End Point 25001+	NRC	\$ 3.22	0	\$00.00
Interactive Mapping	Optional	Interactive Mapping - Per Simple Map	NRC	\$ 707.15	0	\$00.00
	Optional	Interactive Mapping - Per Complex Map	NRC	\$ 1,478.58	0	\$00.00

Managed Services and Subscription Services Price Table.

Service	Service Type	Description	Charge Type	Unit Price	QTY	Total ARC per Service
Managed Services: LDS L2+ Support	Required	Per End Point 500-1,500	ARC	\$ 2.37	0	\$00.00
	Required	Per End Point 1,501-5,000	ARC	\$ 2.01	0	\$00.00
	Required	Per End Point 5,001-15,000	ARC	\$ 1.87	0	\$00.00
	Required	Per End Point 15,001-25,000	ARC	\$ 1.73	0	\$00.00
	Required	Per End Point 25,001+	ARC	\$ 1.61	0	\$00.00



Managed Services: Interactive Mapping	Optional	Per Simple Map	ARC	\$ 90.00	0	\$00.00
	Optional	Per Complex Map	ARC	\$ 160.72	0	\$00.00
Managed Services: LDS L1 Support	Optional	Per End Point 500-1,500	ARC	\$ 4.78	0	\$00.00
	Optional	Per End Point 1,501-5,000	ARC	\$ 4.07	0	\$00.00
	Optional	Per End Point 5,001-15,000	ARC	\$ 3.83	0	\$00.00
	Optional	Per End Point 15,001-25,000	ARC	\$ 3.59	0	\$00.00
	Optional	Per End Point 25,001+	ARC	\$ 3.36	0	\$00.00
Managed Services: Advice Line	Optional	Advice Line	ARC	\$ 38,612.25	0	\$00.00
911inform LDS Base Package	Required	Cloud based application with end point location discovery and verification, secure storage, and call routing for 911 emergency calls.	ARC	\$ 6,428.58	0	\$00.00
End Point User Licenses	Required	Per End Point 500-1500, 1 ECRC Call Block	ARC	\$ 9.72	0	\$00.00
	Required	Per End Point 1501-5000, plus 1 ECRC Call Block	ARC	\$ 6.69	0	\$00.00
	Required	Per End Point 5001-15000, plus 1 ECRC Call Block	ARC	\$ 5.36	0	\$00.00
	Required	Per End Point 15001-25,000, plus 1 ECRC Call Block	ARC	\$ 4.66	0	\$00.00
	Required	Per End Point 25001+, plus 1 ECRC Call Block	ARC	\$ 4.02	0	\$00.00
Cell Phone Subscription	Optional	Based on number of buildings geofenced	ARC	\$ 2,391.43	0	\$00.00
Emergency Call Response Center	Optional	ERCRC Call Blocks of 20 Calls	ARC	\$ 1,928.58	0	\$00.00

Payment Schedules.

Invoices will be paid in accordance with payment schedules below:

Implementation Service Charges			
Services	Payment Due	Charge Type	Total Charges
Implementation Services	Upon SOW Execution (50% of Total NRC)	NRC	\$00.00
	Base tasks for implementation milestone complete (25% of Total NRC)		\$00.00
	Final tasks for implementation milestone complete (25% of Total NRC)		\$00.00
Total NRC (USD)			\$00.00

Estimated Annual Recurring Charge (ARC) – For Subscription Services and Managed Services					
Services	Payment Due	Charge Type	Number of Annual Terms	ARC	Total Annual Charges
Managed Services & Subscription Services	Invoiced annually preceding the 12-month Service Term	ARC	3	\$00.00	\$00.00

Total SOW Value	
Total SOW Value (USD)	\$00.00

3.2 Term; Termination; Termination Charges.

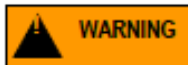
The term of this SOW will commence upon the last party's signature (the "Effective Date") and will continue, unless earlier terminated as set forth in this SOW or the Agreement, until the expiration of the last to expire Service Term. The Service Term for all ordered Subscription Services and Managed Services will begin upon the completion of base tasks for implementation milestone. The term ("Service Term") of the Implementation Services ordered under this SOW will begin upon the Effective Date of this SOW and will remain in effect until the earlier of (a) all base tasks for implementation milestone and final tasks for implementation milestone detailed in this SOW are completed or (b) the Implementation Services or the entire SOW are/is terminated by either party upon 30 days written notice. The Service Term for each ordered Subscription Service or Managed Service will equal the total number of annual terms ordered by the Customer for that Service. Implementation Services are available to Customer in the form of an engagement subject to these further service-specific terms.

The SOW can be terminated by either party upon 30 days written notice. If this SOW is terminated either by Lumen for default or by Customer for any reason other than default prior to the completion of final tasks for implementation milestone, Customer will pay a termination charge equal to any out-of-pocket cost incurred by or imposed upon Lumen (including third party service or termination charges) and all invoiced charges that have not been paid. No credits or refunds will be due to Customer for fees paid or invoiced. If this SOW is terminated either by Lumen for default or by Customer for any reason other than default after the completion of final tasks for implementation milestone, then no credits or refunds will be due to Customer for fees paid and Customer is responsible for all invoiced charges.

At the conclusion of the Service Term of any Service under this SOW, the parties may, by mutually acceptable SOW Change Request, agree to extend Services with scope, term, quantity and pricing to be determined by the parties. If this SOW is not extended by mutual agreement of the parties, all Services provided under this SOW will end at the conclusion of the then applicable Term.

3.3 Any pricing quoted within this document is valid until >>XX/XX/XX<<.

4. ACCESS TO EMERGENCY RESPONSE SERVICE



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

4.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.

Customer will ensure that user locations are current by providing location identification information (the "Registered Location") to Lumen conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will update the Registered Location via the portal, or other method supplied by Lumen. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for informing its end users of the need for end users to update their Registered Location if the end user's location changes or if end user relocates the devices u that may be used for Emergency Calling. Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") where the Service fails or degrades for any reason, such as failures resulting from power outages and failure of CPE). Lumen will make available labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") and the labels are available to Customer at <http://www.centurylink.com/legal/HV/QSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations. Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory and further acknowledges its understanding by signing this SOW. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.



4.2 Limitation of Liability. LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, OR FAILURE TO UPDATE THE REGISTERED LOCATION); AND (ii) CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW, INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

5. MISCELLANEOUS

Either party may request changes to this SOW by submitting a written change request ("SOW Change Request") which identifies in reasonable detail a summary of the requested change, why and when the change is needed, and any modifications to the SOW and pricing. Lumen will evaluate SOW Change Requests by Customer. Lumen will prepare a SOW Change Request documenting the revisions which will become effective when the SOW Change Request is executed by the parties. In the event of any conflicts or inconsistencies, the terms of an executed SOW Change Request prevail over those of this SOW. CUSTOMER ACKNOWLEDGES THAT LUMEN IS PROVIDING SERVICES UNDER THIS SOW THAT INVOLVE PROVIDING LOCATION DATA AND CALLING FUNCTIONALITY RELATED TO 911 CALLS THAT MAY BE ORIGINATED BY AUTHORIZED USERS OF CUSTOMER. NOTHING HEREIN WAIVES OR MODIFIES THE RIGHTS OF LUMEN, AS A PROVIDER OF A 911 RELATED SERVICE, TO ASSERT ANY IMMUNITY PROVIDED UNDER APPLICABLE LAW. IN ADDITION TO ANY OTHER LIMITATIONS, ALL SERVICES AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. LUMEN HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND DOCUMENTATION INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING LUMEN PROVIDES NO WARRANTY OR UNDERTAKING AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES OR DOCUMENTATION, WILL MEET CUSTOMER'S OR ANY OTHER THIRD PARTY'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, APPLICATION, SYSTEM, OR SERVICES, OR BE SECURE, BE ACCURATE, COMPLETE, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. ANY REPRESENTATIONS AND LIMITED WARRANTIES OF OR RELATING TO THE SOFTWARE AND DOCUMENTATION MADE TO CUSTOMER ARE MADE SOLELY UNDER THE TERMS AND CONDITIONS OF THE 911INFORM EULA BETWEEN CUSTOMER AND 911INFORM AND ANY REMEDIES PROVIDED IN THE EULA ARE CUSTOMER'S SOLE REMEDIES UNDER SUCH LIMITED WARRANTY. CUSTOMER ACKNOWLEDGES THAT LUMEN IS NOT THE ORIGINATOR OF THE LOCATION DATA USED IN THE SOFTWARE AND SUCH LOCATION DATA HAS BEEN PRODUCED, COLLECTED AND PROCESSED FROM VARIOUS THIRD-PARTY DATA LOCATION SOURCES (INCLUDING GOOGLE EARTH). THE ACCURACY OR RELIABILITY OF SUCH LOCATION DATA IS NOT GUARANTEED OR WARRANTED IN ANY WAY AND LUMEN DISCLAIMS LIABILITY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARISING OUT OF THE USE, OR INABILITY TO USE SUCH LOCATION DATA. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: IN NO EVENT WILL LUMEN OR IT'S DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY. EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS SOW UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; OR (c) LOSS OF GOODWILL OR REPUTATION; IN EACH CASE REGARDLESS OF WHETHER LUMEN WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SOW UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY EXCEED THE TOTAL AMOUNTS PAID TO LUMEN UNDER THIS SOW IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Customer agrees that all obligations, liabilities, and restrictions assumed by Customer under the RapidSOS EULA will also be assumed by Customer in this SOW, and all disclaimers, limitations of liability, and indemnifications provided for the benefit of RapidSOS in the RapidSOS EULA will inure to the benefit of Lumen.

Acknowledged & Agreed:



LUMEN

>>ENTER Customer's legal name<<

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date



Appendix A – Implementation Services Completion Form

Please sign below to confirm your acceptance that Lumen has completed the Implementation Services in accordance with the SOW for CUSTOMER dated <ENTER DATE OF OFFER>.

base tasks for implementation milestone

final tasks for implementation milestone

COMPLETION DATE: <ENTER COMPLETION DATE>

Acknowledged and Agreed:

Customer:
_____ Authorized Signature
_____ Name Typed or Printed
_____ Title
_____ Date

Exhibit A – Managed Services

911inform LDS Managed Services.

911inform LDS Managed Services (supports Request, Incident, Problem, Change, Problem, and Configuration Management processes).

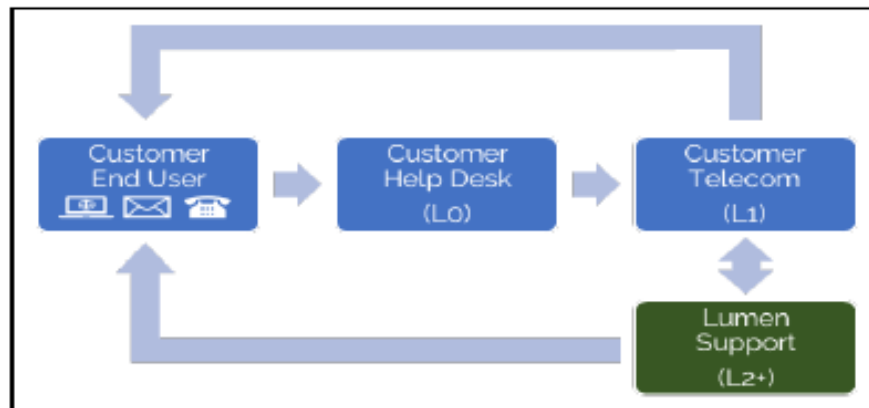
Level 0 (“L0”) Support. The following items are included under L0 Support and are Customer’s responsibility:

- Customer will provide the ticketing solution for point of entry and all incidents, work orders (for IMACDs), and changes.
- Customer will manage the end-to-end service management processes, and is responsible for referring 911inform LDS tickets to L1 Support
- Customer is responsible for initial troubleshooting of incidents to the extent reasonably possible, with the goal to resolve anything possible at the lowest support level possible.
- Customer is responsible for isolating problem to be with 911inform LDS and not desktop client, networking, and/or other issues preventing 911inform LDS from properly functioning.
- Customer is responsible for coordination and dispatch/referral, if unable to resolve, to the appropriate resolver – Customer onsite or field support personnel, Customer resolver groups, and/or LDS L1/ LDS L2+ Support.
- Responsible for reporting status of Incidents during Incident activity and as part of periodic summary reporting to Customer on overall performance of Incident Management process
- Responsible for submission of change requests and solicitation of Customer Change Approval Board (“CAB”) approval for a maintenance window if patching is required to resolve an Incident.

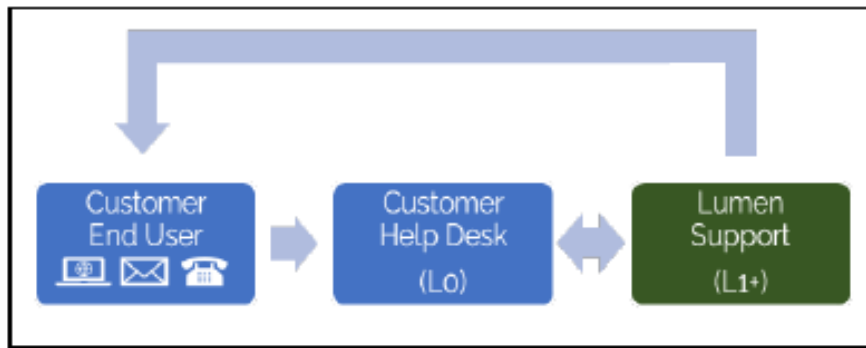
LDS Level 1 (“L1”) Support will be Customer’s responsibility unless Customer purchases LDS L1 Support under this SOW in which case Lumen Resources will provide LDS L1 support. LDS L1 Support includes:

- REQ - Support How-to - Responsible for providing How-to Support for 911inform system users.
- REQ - Support Account Unlocks / Password Resets - Responsible for resolving account unlocks and password resets.
- REQ - IMACD (Install, Move, Add, Change, De-Install) User and Site - Responsible for processing all IMACD requests for users and sites.
- LDS L1 Support Flow:

- **LDS L1 Support (if Customer provides LDS L1 Support)**



- **LDS L1 Support (if Customer purchases LDS L1 Support) (optional service)**



LDS Level 2+ Support provided by Lumen Resources. LDS L2+ Support Level includes the following activities:

- REQ – Remote Customer Training (8-hr Class)
- INC - User Incident Support
- INC - Major Incident Support
- PRB - Major Incident Root Cause Analysis
- CHG - 911inform LDS Platform Maintenance
- CHG - 911inform Connect Module Maintenance
- CHG - 911inform Integration Maintenance
- CHG - MLTS/PBX Upgrade Support
- CNF - System and User Reporting
- CNF - Platform and Service Monitoring

(a) Service Details:

- Hours of Operations are 24 x 7 x 365.
- Customer's ticketing system will be configured and/or support processes established by Lumen to trigger notifications or alerts to the Lumen LDS L2+ Support upon assignment of an incident or work order to a specified Lumen email address which will create a Lumen ticket.
- Customer Help Desk (L0) or LDS L1 Support should refer critical incidents and/or escalations via telephone to a specified toll-free number that will be setup and provided by Lumen.
- In order to provide optimal LDS L2+ Support, all requests for support must be received by Lumen via an appropriate "Access Method" given the "Priority" of the issue or request.

Priority	Conditions	Access Method	Response Time (CST)	
			Monday - Friday 8:00 AM - 5:00 PM	After-hours
Critical	<ul style="list-style-type: none"> • Business outage or significant customer impact that threatens future productivity • Customer impact 	• Phone	• 1 Hour	• 2 Hour
High	<ul style="list-style-type: none"> • High-impact problem where production is proceeding, but in an impaired fashion • Potential customer impact 	• Phone	• 1 Hour	• 2 Hours
Medium	<ul style="list-style-type: none"> • Important issue that does not have significant current productivity impact • No customer impact 	• Phone, Web, Email	• Next Business Day	• Next Business Day
Low	<ul style="list-style-type: none"> • Issue requiring no further action beyond monitoring, request for info, or IMACD • No customer impact 	• Phone, Web, Email	• Next Business Day	• Next Business Day

- For 911inform LDS L2+ Support, Lumen Resources will work all issues upon receipt of a ticket referral by the Help Desk of the party providing LDS L1 support. The ticket referral will include the following information:
 - o Customer name, contact name, phone number, email address.
 - o Site location impacted.
 - o Product, Product version and information on all systems within the environment.
 - o Detailed description of the problem including description of events leading up to the problem.
 - o Number of users impacted.

- o When the problem began (date and time).
- o Steps taken to troubleshoot and remedy the issue.
- o Where in the application the symptom(s) present itself.
- o Whether the issue can be reproduced on demand with a non-modified version of the Software.
- o If and what attempts have been made to reproduce the issue. Provide documentation and data, if applicable, along with the exact steps taken to reproduce.
- o Identify all configuration and/or process changes made to the Service and/or Customer environment recently.
- Use reasonable efforts to provide Customer with the status of open and active support tickets based on the priority level of the applicable request. If at any point it is determined that a code change is required to resolve an error, the updates discontinue until the correction is released.
- Escalate to Customer contact when end user is unresponsive to multiple attempted communications by Lumen LDS L2+ Support.
- If it is required that a 911inform LDS Software patch be deployed, Lumen will provide details necessary for submission into the Customer's change management process and once approved, will execute changes during the approved maintenance window.
- 911inform Interactive Mapping (only applicable if Customer purchases the optional Service).
 - o Lumen Resources are responsible for updating all floor plan changes to match any changes that occur at the Customer's physical locations. This ensures that public safety is provided with accurate dispatchable locations in an emergency.
 - o The maximum number of floor plan changes allowed per month equals number of digitized floor plans under management x (multiplied by) 20%.
- Cell Phone Subscription or geofencing (only applicable if Customer purchases the optional Service).
 - o If, for any reason, the property lines changes, Lumen Resources will be responsible for updating the micro geofence inside the RapidSOS database at no charge.
 - o Maximum number of property line changes allowed per month equals number of digitized property lines under management x (multiplied by) 20%.
- If 911inform or RapidSOS is experiencing a system outage, a notification will be sent by Lumen to designated Customer contacts detailing the nature of the outage and an estimated timeline to resolve. A notification is also delivered upon restoration of service.
- Support of MLTS upgrades (Supports release and change management processes).
 - o Customer Responsibilities:
 - Responsible for submission of change requests and solicitation of Customer approval for a maintenance window for quarterly hardware and software updates.
 - o Lumen Responsibilities:
 - Lumen will provide support, once annually at no additional cost, required to test the integration of 911inform and the Customer MLTS system via a planned and scheduled Change window should a version upgrade of the MLTS system be performed. MLTS system and version must be a currently supported model by 911inform. Compatibility matrix to be provided upon request by Customer. After hours support will be at no additional charge.
- Training Support
 - o Annual Technical Knowledge Transfer and Training.
 - o Lumen will provide the following knowledge transfer ("KT") / training sessions during the course of the Service Term. All knowledge transfer and training will be delivered remotely unless otherwise stated in this SOW.
 - o Training will be provided on consecutive business days during standard business hours (M-F, 8-5 local time). Up to two (2) classes will be delivered.

Offer	Training Description	Duration	Participants
911inform Technical Training	911inform will provide training for both technical and administrative personnel. Additional training can be provided if necessary.	Not to exceed an aggregate of 8 hours	Not to exceed 15 participants per class

Advice Line (only applicable if Customer purchases the optional service).

- 80 hours each year in minimum of one-hour increments per request.
- Delivers advice on best practices and change management from industry experts.
- Provides access to 911inform experts.

Exhibit B – Implementation Services; Base Tasks for Implementation Milestone

Base tasks for implementation milestone. Completion of base tasks for implementation milestone means that the 911inform LDS is available for use for all End Points and all floor plans that Customer provided to Lumen by week 8 after the implementation kick-off meeting, subject to the following criteria:

- Customer must approve all floor plans within one calendar week of Customer's receipt of such digitized floor plans from Lumen.
- 95% or more of the digitized floor plans that are designated for base tasks for implementation milestone and are returned to Customer for approval must be approved or rejected by Customer within one calendar week of Customer's receipt of such digitized floor plan. Floor plans not meeting review criteria will be processed in final tasks for implementation milestone.
- End Points are associated with an approved site list and network subnets and IP ranges for each approved site.

911inform LDS Base Tasks for Implementation Milestone	
Task	Description
Task 1 – Governance	<p>Both Lumen and the Customer will designate and maintain a primary contact for the Service Term. The Primary Contact for each party will be a technical point of contact, or will assign a technical point of contact, with enough knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable systems. Lumen and Customer will keep the contact information for their Primary Contact current.</p> <p>Lumen Project Manager Responsibilities</p> <p>Lumen will assign an Implementation Services project manager responsible for overseeing the implementation services. The project manager will be the single point of contact from contract signing through solution implementation and cutover. Project manager's activities may include:</p> <ul style="list-style-type: none"> • Implementation Services Kickoff. • Finalizing the Implementation Services project plan and schedule. • Reviewing roles and responsibilities. • Coordination of internal/external resources. • Managing and monitoring all Implementation Services work. • Managing change requests. • Provide detailed Implementation Services status meeting minutes. • Ad-hoc technical meetings as required. • Implementation closure meeting. • Manage an Issues/Risk Log. • Project manager will make reasonable efforts to respond to email or verbal requests from Customer in a timely manner so that the implementation timeline is not impacted. <p>Project manager will develop and review critical milestone dates, including all applicable freeze dates with Customer. Once critical milestone dates have been mutually agreed to by Lumen and Customer, any changes will be managed and billed via Lumens formal change order process.</p> <p>Customer Project Manager Responsibilities</p> <p>Customer will be responsible for providing a single point of contact for coordination with the Lumen project manager. A detailed Implementation Services project plan will be jointly developed. Project manager's activities may include:</p> <ul style="list-style-type: none"> • Coordination of Customer resources. • Manage Customer vendors and communicate with Lumen project manager. • Provide Single Points of Contact ("SPOC") for each site to allow easy coordination for server room access, equipment deliveries, security access for deployment team etc. where required. • Coordination of User Acceptance Testing ("UAT"). • Follow Customer change management approval processes. • Coordination of testing immediately following cutover, including third party adjuncts. • Coordinates Customer validation and sign-off of testing. • Manage all Customer actions to meet deadlines. • Attendance of the Weekly Program Meeting. • Determine, by site, the Customer approval and wave off conditions and processes for the cutover. • Provide guidance to Lumen project manager of external Customer projects which may introduce risk to the Implementation Services. • Escalate issues uncovered in testing to Lumen team. • Implementation Services milestone completion acceptance and sign-off.

	<ul style="list-style-type: none"> • Systems change management: <ul style="list-style-type: none"> ○ Determine Customer system translation/configuration freeze date in preparation for cutover activities (Lumen engineer/consultant will assist Lumen project manager). ○ Customer change control procedures, change windows. • Complete and sign Appendix A - Implementation Services Completion Form 1) within 10 days of completion the base tasks for implementation milestone; and 2) within 10 days of completion of final tasks for implementation milestone. For avoidance of doubt the form will be completed twice, once for the completion of base tasks for implementation milestone and once for completion of final tasks for implementation milestone.
Task 2 - Policy/Process Design	<p>Lumen will perform the following during the Policy/Process Design, Communication & Training Task:</p> <ul style="list-style-type: none"> • Policy/Process Stakeholder Identification <ul style="list-style-type: none"> ○ Work with Customer to setup a process and/or mechanism to work internally to identify stakeholders required to be notified of emergency events by 911 LDS per the Customer policy document. ○ Lumen is responsible for providing capture templates and recommendations on methods to identify stakeholders that enable Customer to update the capture template required to complete data.
Task 3 – 911inform LDS Platform Set-up (Base Tasks for Implementation Milestone)	<p>Customized Implementation Services including support of:</p> <ul style="list-style-type: none"> • Technical Planning and Design • Software Setup and Installation • Data collection • Site Specific Activities • Technical knowledge transfer and training • Cut over and Day 1 support includes: <ul style="list-style-type: none"> ○ <i>Technical Planning and Design:</i> Implementation Services initiation, scope review, identification of resources, Implementation Services schedule, test plans and solution design activities. ○ <i>Software Setup and Installation</i> <ul style="list-style-type: none"> ▪ 911inform LDS Platform Setup – Setup and configuration of Customer 911inform LDS instance, to include organization and site hierarchy, and 911 Carrier setup. ▪ 911inform LDS Connect Module Software Setup, if applicable – Installation of software on Customer provided on-premises infrastructure and/or cloud module in support of cloud-based integrations. ▪ Multi-line Telephone System (MLTS) Connect Module Infrastructure Set-up (only applicable if Customer purchases optional service). <ul style="list-style-type: none"> • Assist Customer with remote setup of Infrastructure Server. <ul style="list-style-type: none"> ◇ Using Customer provided remote access and administrative rights to Customer procured infrastructure, set-up on-premises server(s) in Customer Data Center(s) to 911inform LDS specifications. ◇ Work with Customer to facilitate and coordinate server network access to hosted 911inform LDS platform. ◇ Facilitate installation of 911inform Connect Module software on the server. ◇ Test infrastructure and facilitate Customer sign-off. • MLTS Integration and Trunk Configuration: <ul style="list-style-type: none"> ◇ Set-up and configure connection from 911inform cloud application and on-premises server(s) to MLTS. ◇ Set-up Trunk Configuration to route 911 emergency calls to Bandwidth. ◇ Testing of Integration. <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Infrastructure - Server / Storage <ul style="list-style-type: none"> ○ Procurement of Infrastructure. ○ Rack/Stack Servers, Install Operating System per specifications, supporting servers installed in multiple data centers for business continuity and disaster recovery architecture. ○ Generate SSL certificates.

	<ul style="list-style-type: none"> • Infrastructure – Networking <ul style="list-style-type: none"> ○ Network Diagram: If available, Customer will provide a data network diagram and a telecom network diagram to the assigned 911inform project manager. ○ Network Readiness: For 911inform LDS, Customer will provide a network capable of supporting data traffic. 911inform Servers targeted for integration are attached to a network with no impediments to intercommunication between the devices and MLTS servers and TCP, RTP, UDP or IP traffic is not blocked. ○ Secure static IP addresses for 911inform and MLTS servers integrated with 911inform. ○ Facilitate access from servers to 911inform platform. ○ Open required network ports. • MLTS Configuration and Integration <ul style="list-style-type: none"> ○ Configuration of MLTS to support integration with Connect Module. <ul style="list-style-type: none"> ▪ Additional MLTS licensing may be required. ○ Configuration of third-party software and connections (i.e., MLTS, network firewall ports, etc.). ○ 1 DID per physical address. ○ At least two (2) test extensions and workstations to allow for 911inform testing. ○ Required Per End Point <ul style="list-style-type: none"> ▪ Name of individual that the End Point is assigned to. ▪ Extension number. ▪ Cellular phone number and/or email and/or desktop client notification based on preferred contact method for updating location. ○ Provide list of users to be alerted of 911 calls. <ul style="list-style-type: none"> ▪ Determine who will receive the alerts for 911 calls. ▪ Name of individual(s). ▪ Cellular phone number and/or email and/or desktop client notification based on preferred contact method for notifications. ○ Detailed address line 1 and 2 data of the IP range locations. ○ To provide near-instantaneous location updates to the PSAP, emergency calls must be processed through 911inform's direct Bandwidth connection. To implement this on the phone system, emergency calls must be translated to instead route to a provided 10-digit number. The most common example of this will be routing 911 to instead go to the provided 10-digit number but can also include other emergency codes or if there is a trunk access digit such as 8911. These calls will still route out via existing telco whether that be PRI or SIP. ○ Customer is responsible for initial identification of MLTS users, End Points, and locations, and their relationship or assignment to each other, that will need to be uploaded into 911inform LDS. ○ Configuration of firewall rules for outbound connection if required (both LDS and connected building). ○ Procurement and setup of an on-premises virtual or dedicated server(s) in the Customer data center in which a 911inform application will be installed, integrated with the MLTS system, and connection established to the 911inform LDS SaaS platform. Server requirements will be provided during the implementation planning process.
<p>Task 4 – Data Collection</p>	<p>Lumen will need the following data identified to be provided by the Customer and verified prior to an addition to the system:</p> <ul style="list-style-type: none"> • Collect Customer provided information including extension, name, and if required, cellular phone numbers for each user that will utilize an End Point(s) on the system in accordance with Implementation Services Timeline. Scope includes: <ul style="list-style-type: none"> ○ Quantity of End Points listed in Charges. ○ Both users that need to make a 911 call and users that need to be notified. • Collect Customer and Lumen provided Interactive Maps or floor plans (only applicable if customer purchases optional service) - Collect current building floor plans of each location with their associated network IP ranges and locations in accordance with Implementation Services timeline. <ul style="list-style-type: none"> ○ Scope includes quantities of floor plans listed in Charges and are associated with End Points. <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Questionnaires: Customer will verify and complete the necessary forms and questionnaires provided by 911inform and/or Lumen. These forms are strictly for

	gathering the data that will need to be included in the 911inform LDS system and will be defined by the project managers during the periodic calls.
Task 5 – Site Specific Activities	<ul style="list-style-type: none"> • Network Discovery/Establishment: Design and establishment of dispatchable location architecture based on IP address schema across the organization. • Database Development: Implementation and setup of dispatchable location architecture as defined. Once established, dispatchable locations outlined within network discovery will be codified within the 911inform platform and validated against the MSAG (Master Street Address Guide). • Database Implementation: With 911inform Location Discovery Solution, Lumen will establish a database entry for each of the End Points with the data provided/verified by the Customer. • Digitization of Interactive Maps (if Customer elects to proceed with optional service) - Digitize customer maps or floor plans to provide enhanced location discovery and alerting capabilities. <ul style="list-style-type: none"> ○ Lumen will digitize the number of Customer provided floor plans specified in this SOW and IP ranges for each building will be logged to detect when a user is within the network or remotely connected. ○ Customer will need to verify each floor plan within the scope of this SOW, to include validating before submission of the floor plan that it matches the actual physical floor plan correctly and validating after digitization that the digitized floor plan accurately represents the intended floor plan. • Configuration: The configuration and administration of the solution or system includes: <ul style="list-style-type: none"> ○ Customer must provide at least 2 extensions per MLTS system to allow for 911inform testing. ○ Customer to provide the appropriate permissions for remote access throughout the installation and testing phase to enable 911inform to fulfill its obligation. • Testing: This activity includes the execution of the test plans, which include Lumen testing, and Customer user acceptance testing ("UAT") per site: <ul style="list-style-type: none"> ○ Test User Registration. ○ Test PSAP Carrier Handoff and Validation. ○ UAT Approval. • For the User Acceptance Test (UAT) plan, Lumen will assist in the development of the plan and Customer is responsible for the execution of the plan and sign off on the results. <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Database Preparation: <ul style="list-style-type: none"> ○ Provide IP Ranges and associated zones for this implementation. A template for this information will be provided to Customer by the Lumen project manager. ○ Verify and arrange for installation of equipment provided by Lumen, including equipment connectivity, if applicable. • Customer and Lumen Testing <ul style="list-style-type: none"> ○ Customer to provide on-site representation to support local testing at each of the locations. ○ Acceptance Testing - Detailed acceptance testing, e.g., User Acceptance Testing (UAT), is the responsibility of Customer to develop and perform. ○ Testing will be performed with an onsite Customer representative at each of the locations. Testing will include notification of onsite designated personnel via 911inform LDS when an emergency call is dialed; call termination to Emergency Operator (PSAP) with proper location information delivered; and data provided from Customer properly imported to the 911inform LDS interface, and correct location identification of caller to local PSAP. ○ Lumen will require both parties to sign an acceptance certificate or other document evidencing acceptance, provided that Customer has in fact accepted services or products. ○ Customer is responsible for User Acceptance Test (UAT) plan.
Task 6 – Technical Knowledge Transfer and Training	Lumen will provide the following Knowledge Transfer ("KT") / training sessions. Customer agrees to be ready to receive training within two weeks of production rollout of solution. All KT and training will be delivered remotely unless otherwise stated in this SOW.

	<p>Training will be provided on consecutive business days during standard business hours (M-F, 8-5 local time). Up to two (2) classes will be delivered.</p> <table border="1" data-bbox="539 407 1463 579"> <thead> <tr> <th data-bbox="539 407 727 449">Offer</th> <th data-bbox="727 407 1109 449">Training Description</th> <th data-bbox="1109 407 1273 449">Duration</th> <th data-bbox="1273 407 1463 449">Participants</th> </tr> </thead> <tbody> <tr> <td data-bbox="539 449 727 579">911inform Technical Training</td> <td data-bbox="727 449 1109 579">911inform will provide training for both technical and administrative personnel. Additional training can be provided if necessary</td> <td data-bbox="1109 449 1273 579">Not to exceed an aggregate of (8) hours</td> <td data-bbox="1273 449 1463 579">Not to exceed (15) participants per class</td> </tr> </tbody> </table> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Training <ul style="list-style-type: none"> ○ Customer to provide knowledge transfer/training participants access to meeting web application since this is remote web-based training. Customer is not required to have a training room to be setup. This training is for Customer administrator training on the 911inform LDS application. ○ Attend remote administrative training (2 hours) of Customer personnel to instruct Customer personnel on accessing the system, logging in, managing users, and system maintenance such as start-up, shut down and backup. Additional training hours can be requested as needed by Customer. • Customer is responsible for the development of end-user documentation and training material, as well as the delivery of end-user training as appropriate if required. 	Offer	Training Description	Duration	Participants	911inform Technical Training	911inform will provide training for both technical and administrative personnel. Additional training can be provided if necessary	Not to exceed an aggregate of (8) hours	Not to exceed (15) participants per class
Offer	Training Description	Duration	Participants						
911inform Technical Training	911inform will provide training for both technical and administrative personnel. Additional training can be provided if necessary	Not to exceed an aggregate of (8) hours	Not to exceed (15) participants per class						
<p>Task 7 – Cutover and Day 1 Support</p>	<p>Lumen will provide support for a single cutover event and a single day of go-live support.</p> <ul style="list-style-type: none"> • Assist with Remote Go Live Support – support of after-hours cut-over event to ensure the added functionality is operational and working as designed. • Assist with Remote Day 1 Support (2 days) - support provided by direct communication with Lumen project team via conference bridge, war room number, or other agreed upon process without the requirement to follow standard Operational Support processes. • Provide Customer Remote Day 2 Support – support provided by following standard Operational Support processes via existing ticket submission to Customer Help Desk and referral to Lumen. <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Cutover Support: Work with Lumen to establish trouble-reporting procedures and logistics for use in connection with Lumen cutover support, if applicable. 								

Customer and Lumen will mutually agree to a schedule after the execution of the SOW. The table below estimates a timeline for the Project:

Date	Description
4 weeks after SOW execution	Kickoff Meeting
16 weeks after Kickoff Meeting	911inform LDS Base Tasks for Implementation complete
24 weeks after Kickoff Meeting	911inform LDS Final Tasks for Implementation complete



Exhibit C – Implementation Services; Final Tasks for Implementation Milestone

Final Tasks for Implementation -Milestone. Completion of final tasks for implementation milestone means that the 911inform LDS is available for all End Points and all floor plans that Customer provided to Lumen by week 12 after the implementation kickoff meeting, subject to the following criteria:

- Customer must approve all floor plans within one calendar week of Customer’s receipt of such digitized floor plans from Lumen.
- 95% or more of the digitized floor plans that are designated for final tasks for implementation milestone and are returned to Customer for approval must be approved or rejected by Customer within one calendar week of Customer’s receipt of such digitized floor plan. Floor plans not meeting review criteria will be processed as part of ongoing Managed Services.
- End Points are associated with an approved site list and network subnets and IP ranges for each approved site.

911inform LDS Final Tasks for Implementation Milestone	
Task	Description
<p>Final Tasks for Implementation Milestone of Non-Recurring Services</p>	<ul style="list-style-type: none"> • Data Collection: Lumen will need the data identified below to be provided by the Customer and verified prior addition to the system. <ul style="list-style-type: none"> ○ Collect Customer provided information including extension, name, and if required, cellular phone numbers for each user that will utilize an End Point(s) on the system. <ul style="list-style-type: none"> ▪ Scope includes up to 100% of quantities of End Points listed in Charges section so long as Customer provides and verifies data within assumed timeframes referenced in the Implementation Services timeline. ▪ Scope includes both users that need to make a 911 call and users that need to be notified when a 911 call is made. ○ Collect Customer provided Interactive Maps or floor plans (only applicable if Customer purchases optional service) - Collect current building floor plans of each location with their associated network IP ranges and locations. <ul style="list-style-type: none"> ▪ Scope includes up to 100% of quantities of floor plans listed in Charges section below so long as Customer provides and validates data in accordance with the Implementation Services timeline. • Site Specific Activities <ul style="list-style-type: none"> ○ Execute activities identified in Site Specific Activities in Exhibit B. <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Implementation Services Completion: Review completed installation worksheets and sign the Implementation Services Closure / Implementation Services Acceptance Form on request from Lumen.

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(g) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections refer to the Sections of this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(i) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15. Survival. Sections 10(b), 11 and 14 shall survive the termination of this Agreement

911INFORM LDS SERVICE LEVEL OBJECTIVES

Definitions. For purposes of this Service Level Objectives (SLOs) document the following terms have the meanings set forth below. Service Level Objectives apply to the performance of the 911inform LDS Base Package.

"**Actual Uptime**" means the total minutes in the Service Period that the Hosted Services are Available.

"**Authorized Users**" means individual persons authorized by Customer to use the Software pursuant to the license granted under these objectives. An Authorized User can be Customer employees or independent contractors.

"**Availability**" has the meaning set forth in Section 1.1 below.

"**Availability Requirement**" has the meaning set forth in Section 1.1 below.

"**Corrective Action Plan**" has the meaning set forth in Section 3 below.

"**Customer**" means an organization uses one or more 911inform Products and/or Integrated for its own use and not for transfer or resale of any kind.

"**Exceptions**" has the meaning set forth in Section 1.2 below.

"**High Service Error**" has the meaning set forth in Section 2.6 below.

"**Hosted Services**" means the 911inform LDS Base Package. This is 911inform's cloud-based application that is hosted in the AWS Gov Cloud.

"**Low Service Error**" has the meaning set forth in Section 2.6 below.

"**Medium Service Error**" has the meaning set forth in Section 2.6 below.

"**Resolve**" has the meaning set forth in Section 2.7 below.

"**RPO**" or "**Recovery Point Objective**" means the maximum amount of potential data loss in the event of a disaster.

"**RTO**" or "**Recovery Time Objective**" means the maximum period of time to fully restore the Hosted Services in the case of a disaster.

"**Scheduled Downtime**" has the meaning set forth in Section 1.3 below.

"**Scheduled Uptime**" means the total minutes in the Service Period.

"**Service Error**" means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

"**Service Level Failure**" means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

"**Service Period**" has the meaning set forth in Section 1.1 below.

"**Software**" means 911inform's Software, applications, programs, platforms (including the 911inform platform that provides notification and security management functions) that have been integrated with RapidSOS Services.

"**RapidSOS Services**" means programs, platforms, or other products or services of RapidSOS (including RapidSOS' clearinghouse and portal that provides location data, and transmits and otherwise makes available supplemental emergency data).

"**Software Support Services**" has the meaning set forth in Section 2 below.

"**Support Hours**" means Monday through Friday 8:00am-5:00pm Local Time.

"**Support Service Level Requirements**" has the meaning set forth in Section 2.4 below.

1. Service Availability.

1.1 Availability Requirement. 911inform will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which 911inform does or is required to perform any Hosted Services (each such calendar month, a "**Service Period**"), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Hosted Services and Software are available and operable for access and use by the customer and its Authorized Users over the internet in material conformity with the SOW. "**Availability**" has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement

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will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$.

1.2 Exceptions. No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

- 1.2.1 Failures of the Customer's or its Authorized Users' internet connectivity.
- 1.2.2 Scheduled Downtime as set forth in Section 1.3.
- 1.2.3 The inability to troubleshoot based on customer's inability to provide remote access.

1.3 Scheduled Downtime. Customer will be notified at least forty-eight (48) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that 911inform may request the Customer to approve extensions of Scheduled Downtime above five (5) hours, and such approval by The Customer may not be unreasonably withheld or delayed.

1.4 Software Response Time. Software response time, defined as the interval from the time the customer sends a transaction to the time a confirmation of transaction completion, must be less than five (5) seconds for 98% of all transactions.

1.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, customer will be provided with a report describing the Availability and other performance of the Hosted Services and Software during that calendar month as compared to the Availability Requirement upon request. The report will be in electronic form and shall include, at a minimum: (a) the actual performance of the Hosted Services and Software relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the Customer of the cause of such failure and the corrective actions 911inform has taken and will take to ensure that the Availability Requirement are fully met.

2. Support and Maintenance Services. 911inform will provide Software maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this Section 2 The Software Support Services are included in the Services, and 911inform will not assess any additional fees, costs or charges for such Software Support Services other than the fees already included in this SOW.

2.1 Support Service Responsibilities. 911inform will:

- 2.1.1 Correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- 2.1.2 Provide unlimited telephone support Monday through Friday 8am to 5pm Local Time;
- 2.1.3 Provide unlimited online support 24 hours a day, seven days a week;
- 2.1.4 Provide online access to technical support bulletins and other user support information and forums, to the full extent 911inform makes such resources available to its other customers; and
- 2.1.5 Respond to and Resolve Support Requests as specified in this Section 2.5.

2.2 Service Monitoring and Management. 911inform will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

- 2.2.1 Proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions and servers;
- 2.2.2 If such monitoring identifies, or 911inform otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability.

2.3 Service Maintenance. 911inform will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to The Customer and its Authorized Users:

- 2.3.1 All updates, bug fixes, enhancements, maintenance releases, new versions and other improvements to the Hosted Services and Software, including the Software, that 911inform provides at no additional charge to its other similarly situated customers and;
- 2.3.2 All such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the Customer's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted

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Services and Software operate properly in accordance with this Appendix.

2.4 Support Service Level Requirements. 911inform will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in Section 2.7 ("Support Service Level Requirements"), and the SOW.

2.5 Support Requests. The Customer will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "Support Request")

2.6

Support Request Classification	Description: Any Service Error comprising or causing any of the following events or effects:
Critical Service Error	<ul style="list-style-type: none"> o Issue affecting entire system or single critical production function; o System down or operating in materially degraded state; o Data integrity at risk; o Declared a Critical Support Request by the Customer; or o Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> o Primary component failure that materially impairs its performance; or o Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> o Software is operating with minor issues that can be addressed with an acceptable (as determined by the Customer) temporary work around.
Low Service Error	<ul style="list-style-type: none"> o Request for assistance, information, or services that are routine in nature.

2.7 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time 911inform receives a Support Request until the respective times 911inform has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "Resolve" (including "Resolved", "Resolution" and correlative capitalized terms) means that, as to any Service Error, 911inform has provided the Customer the corresponding Service Error correction and the Customer has confirmed such correction and its acceptance thereof. 911inform will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error.

3. Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which 911inform does or is required to perform any Hosted Services, 911inform will promptly investigate the root causes of these Service Errors and provide to the Customer within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the Customer's review.

4. Data Storage, Backup, Restoration and Disaster Recovery. 911inform maintains backup, redundancy and disaster avoidance and recovery procedures designed to safeguard the Customer's data and the Customer's other Confidential Information throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up Customer data will be located in the continental United States.

4.1.1 Data Storage. 911inform will provide sufficient storage capacity to meet the needs of the Customer at no additional cost.

4.1.2 Data Backup. 911inform will conduct, or cause to be conducted, daily back-ups of Customer's data and perform, or cause to be performed, other periodic offline back-ups of Customer's data on at least a weekly basis and store and retain such back-ups. 911inform will, within five (5) Business Days of the Customer's request, provide the Customer's data without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to 911inform), an extract of Customer data in the format specified by the Customer.

4.1.3 Data Restoration. 911inform will restore data from a backup upon written notice from the Customer. 911inform will restore the data within five (5) business days of the Customer's request. 911inform will provide up to one (1) data restoration per month at its sole cost and expense, for any data loss that is the result of the Customer's actions. The Customer will reimburse 911inform for any additional data restorations for any data loss that is a result of the Customer's actions. If the data restoration is required due to the actions or inactions of the 911inform, the data restoration will not count against the quarterly data restoration or require the Customer to reimburse 911inform for the restoration. Customer will not be required to reimburse 911inform for any data restoration events that are necessitated as a result of a Lumen fault.

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4.1.4 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, 911inform will maintain and operate a backup and disaster recovery plan (the "DR Plan") and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. 911inform will actively test, review, and update the DR Plan on at least an annual basis.

EXHIBIT C

RapidSOS Terms of Use

End User License Agreement

Last Updated: March 19, 2021

Welcome, and thank you for your interest in RapidSOS, Inc. (“RapidSOS”, “we,” or “us”) and our emergency response technology and any other services for which these Terms of Use apply (the “RapidSOS Service”). These Terms of Use are a legally binding contract between you (“you”) and RapidSOS regarding your use of the RapidSOS Service.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY USING THE RAPIDSOS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS OF USE, INCLUDING THE RAPIDSOS PRIVACY POLICY AND, TO THE EXTENT APPLICABLE, THE ALERTS TERMS AND CONDITIONS (TOGETHER, THE “TERMS”). If you are not eligible, or do not agree to these Terms, then you do not have our permission to use the RapidSOS Service.

These Terms provide that all disputes between you and RapidSOS will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court as contemplated by these Terms. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review the “Dispute Resolution and Arbitration” section below for the details regarding your agreement to arbitrate any disputes with RapidSOS.

The parties hereby agree as follows:

1. RapidSOS Service Overview

The RapidSOS Service provides an additional avenue for individuals to communicate with and receive certain information from participating organizations regarding safety, emergency response services, public health, and other services. In general, there are three kinds of end-users of the RapidSOS Service:

- If you use the RapidSOS Service to communicate with Emergency Service Providers (as defined below) or receive communications from Notification Providers (as defined below) you are a “Subscriber.”
- If you are a safety or emergency response provider including, without limitation, 9-1-1 or equivalent fire, police, emergency medical, emergency management, campus safety officials, public health services, or a monitoring service or central station, and you use the RapidSOS Service to receive information from Subscribers in order to facilitate the provision of safety or emergency services you are an “Emergency Service Provider.”
- If you use the RapidSOS Service to send emergency and general interest notifications and updates to Subscribers, you are a “Notification Provider.”

The features that are made available to you via the RapidSOS Service may vary depending on if you are registered as a Subscriber, Emergency Service Provider, or a Notification Provider. Some of the provisions in these Terms will only apply to certain types of end-users and we have noted where this is the case.

2. RapidSOS Service Within the Platform

Access to the RapidSOS Service may have been made available to you as separate feature that is part of a program, platform or device ("Platform") that you obtained from a third party ("Platform Provider"). Your use of any part of the Platform other than the RapidSOS Service is governed by the agreement between you and the Platform Provider. You agree that RapidSOS is not responsible or liable for any part of the Platform other than the RapidSOS Service.

3. Eligibility

You must be at least sixteen (16) years of age to use the RapidSOS Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least sixteen (16) years of age; (b) you have not previously been suspended or removed from the RapidSOS Service; and (c) your registration and your use of the RapidSOS Service is in compliance with all applicable laws and regulations. If you are using the RapidSOS Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

4. Accounts and Registration

4.1 To access most features of the RapidSOS Service, you must register for an account, and perform all data entry functions, either directly via the RapidSOS or through the Platform. If you register for an account directly with RapidSOS, you may be required to provide us with some information about yourself, such as your e-mail address, phone numbers or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. Your account information will also include any other information (which may include personally identifiable information or health-related information) that you enter into or provide to the RapidSOS Service or through a Platform.

Subscriber shall be solely and absolutely responsible for the information which it inputs, loads, deletes, unloads, modifies, and/or monitors. RapidSOS hereby grants to Subscriber a non-exclusive, non-transferable license to access the RapidSOS Services (or portion thereof) via the Internet to input, load, delete, unload and modify Subscriber's information. Except for Subscriber's (i) failure to keep confidential all such Subscriber information, (ii) use of the license or the Subscriber information in any manner that negatively affects RapidSOS, (iii) use of the license or the Subscriber information for any illegal purpose, (iv) violation of any applicable law or (v) Subscriber's breach of this Agreement, this license shall continue during the Term. Subscriber agrees that upon Subscriber's breach and/or termination of this Agreement, RapidSOS may immediately, and without notice, disable Subscriber's access to the RapidSOS Service.

If you register for your account directly with RapidSOS, you will be asked to provide RapidSOS with a password. You are solely responsible for maintaining the confidentiality of your account and password. Regardless of whether you registered your account with RapidSOS or through the Platform, you agree to accept responsibility for all activities that occur on the RapidSOS Service under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@RapidSOS.com. You expressly permit the applicable Platform Provider to share relevant account information pertaining to you with RapidSOS and you will keep such information accurate and up-to-date with the Platform Provider. All information within your account on the RapidSOS Service is subject to the RapidSOS Privacy Policy as well as the privacy policy of the Platform Provider.

4.2 You understand and accept full legal responsibility for the content, accuracy, and sufficiency of all information that you include or do not include as part of your account. When using the RapidSOS Service, you should only provide the information you want Emergency Service Providers to have access to. All information within your account on the RapidSOS Service is subject to the RapidSOS Privacy Policy as well as the privacy policy of the Platform Provider.

4.3 By creating an account with RapidSOS or through a Platform, you agree that RapidSOS may contact you to validate the phone number(s) or other information you register with your account. You also agree that if another individual registers and validates a phone number that you had previously registered, the phone number will be removed from your account and assigned to the other individual.

4.4 To the extent that you are accessing the RapidSOS Service through a Platform Provider, you must confirm with the Platform Provider, at least once every six (6) months, that the information within your account is accurate. Failure to do so may prevent your ability to use the RapidSOS Service.

4.5 You agree your account will only include information about adults or children for whom you have appropriate legal responsibility or appropriate prior consent, and that the account does not infringe upon or invade the privacy of anyone.

4.6 You understand and agree that you are the only person authorized to create or edit your account, unless you have authorized another person to use your username and password to enter or modify your account on your behalf. You authorize RapidSOS to release any or all of your account information to any person to whom you have provided the username and password associated with your account or phone number.

4.7 You understand and agree that once the content of your account is made available to Emergency Service Providers, it may be transmitted over unsecured Emergency Service Provider radios or may otherwise be made accessible through unsecured communications as part of the information disseminated to or by Emergency Service Providers responding to a 9-1-1 call or to an emergency. You further understand that the content of your account may be stored as part of a public record associated with an emergency call if required by local statutes. **RAPIDSOS DISCLAIMS ALL LIABILITY FOR ANY SUCH UNSECURED COMMUNICATIONS.**

4.8 If you are a Subscriber, you understand and agree and hereby authorize RapidSOS to release and disclose your account information to Emergency Service Providers and Notification Providers in connection with the RapidSOS Service. If you are an Emergency Service Provider or Notification Provider, you understand and agree and hereby authorize RapidSOS to release and disclose your account information to Subscribers in connection with the RapidSOS Service.

4.9 As part of your account, you may have identified additional contacts or additional persons in your household ("Additional Contacts"). If you are a Subscriber, you understand and agree that RapidSOS or any Emergency Service Providers may, for reasons outside their control, be unable to contact or to notify any Additional Contacts in any emergency situation. If you are an Emergency Service Provider or Notification Provider, you understand and agree that RapidSOS may, for reasons outside their control, be unable to contact or notify any Additional Contacts of any information relating to your use of the RapidSOS Service. Efforts to notify such Additional Contacts or any such persons shall be satisfied by communicating one time via telephone, e-mail, SMS or other means and methods utilized by RapidSOS through the telephone numbers, e-mail, SMS or other methods supplied by Subscriber, or otherwise known to or available to RapidSOS.

5. Prohibited Conduct. BY USING THE RAPIDSOS SERVICE YOU AGREE NOT TO:

5.1 use the Platform or the RapidSOS Service for any illegal purpose or in violation of any local, state, national, or international law;

5.2 violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;

5.3 post, upload, or distribute content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

- 5.4 interfere with security-related features of the Platform or the RapidSOS Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Platform or the RapidSOS Service except to the extent that the activity is expressly permitted by applicable law;
- 5.5 interfere with the operation of the Platform or the RapidSOS Service or any other user's enjoyment of the Platform or the RapidSOS Service, including by: (a) uploading or otherwise disseminating virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Platform or the RapidSOS Service; (c) attempting to collect, personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Platform or the RapidSOS Service, or violating any regulation, policy, or procedure of any network, equipment, or server;
- 5.6 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other RapidSOS Service or Platform account without permission, or falsifying your age or date of birth;
- 5.7 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 10) or any right or ability to view, access, or use any Material; or
- 5.8 attempt to do any of the acts described in this Section 5 or assist or permit any person in engaging in any of the acts described in this Section 5.

6. Third-Party RapidSOS Services and Linked Websites

RapidSOS may provide tools through the RapidSOS Service that enable you to export information, including your account information, to third party services including, but not limited to, the Platform. By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third party service's use of your exported information. The RapidSOS Service may also contain links to third-party websites. Linked websites are not under our control, we are not responsible for their content, and we are not responsible for any security protocols (or lack of security protocols) on such linked websites.

7. Termination of Use; Discontinuation and Modification of the RapidSOS Service

If you violate any provision of these Terms, your permission from us to use the RapidSOS Service will terminate automatically. In addition, RapidSOS may in its sole discretion terminate your account on the RapidSOS Service or suspend or terminate your access to the RapidSOS Service at any time, with or without notice. We also reserve the right to modify or discontinue the RapidSOS Service at any time (including by limiting or discontinuing certain features of the RapidSOS Service) without notice to you. RapidSOS together with the Platform Provider may decide to charge a fee for the use of all or certain features, and you will be provided with prior notice before such fees take effect (other than any fees described in these Terms). We will have no liability whatsoever relating to any change to the RapidSOS Service or any suspension or termination of your access to or use of the RapidSOS Service. You may terminate your account at any time by terminating your account with RapidSOS or the Platform (subject to the applicable terms and conditions of the Platform). If you terminate your account, or if your access to the RapidSOS Service is terminated for any other reason, then RapidSOS will no longer provide you with the RapidSOS Service or provide your account information to Emergency Service Providers or Notification Providers. RapidSOS may retain Your Content or account information after your account is terminated. Termination of your account or your access to the RapidSOS Service may also lead to termination of your account and your access to the Platform

8. Privacy Policy; Additional Terms

8.1 Privacy Policy. Please read the RapidSOS Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. The RapidSOS Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

8.2 Additional Terms. Your use of the RapidSOS Service is subject to all additional terms, policies, rules, or guidelines applicable to the RapidSOS Service or certain features of the RapidSOS Service that we may post on or link to from the RapidSOS Service (the "Additional Terms"), such as end-user license agreements for any downloadable software applications, or rules applicable to a particular feature or content on the RapidSOS Service, subject to Section 10 below. All Additional Terms are incorporated by this reference into, and made a part of, these Terms. Your use of any part of a Platform other than the RapidSOS Service is governed by the agreement between you and the Platform Provider, including the Platform Provider's privacy policy.

9. Modification of these Terms

We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you will be notified of the modified Terms in order to continue to use the RapidSOS Service. Material modifications are effective upon your acceptance of the modified Terms; continued use of the RapidSOS Service following such material modifications will be deemed your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

10. Ownership; Proprietary Rights

The RapidSOS Service is owned and operated by RapidSOS. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the RapidSOS Service ("Materials") provided by RapidSOS are protected by intellectual property and other laws. All Materials contained in the RapidSOS Service are the property of RapidSOS or our third-party licensors. Except as expressly authorized by RapidSOS, you may not make use of the Materials. RapidSOS reserves all rights to the Materials not granted expressly in these Terms. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the RapidSOS Service ("Feedback") will be the sole and exclusive property of RapidSOS and you hereby irrevocably assign to us all of your right, title and interest in and to all Feedback. Any data that we generate from your usage of the RapidSOS Service will be owned by RapidSOS and handled subject to the terms of our Privacy Policy, as applicable.

11. Indemnity

You agree that you will be responsible for your use of the RapidSOS Service, and you agree to defend and indemnify RapidSOS, the Platform Provider and each of their officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Indemnitees") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the RapidSOS Service or the Platform; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party including, but not limited to, the Platform Provider. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

12. Disclaimers; No Warranties

BY USING THE RAPIDSOS SERVICE, YOU AGREE THAT RAPIDSOS CANNOT CONTROL THE MANNER IN WHICH EMERGENCY SERVICES ARE RENDERED, AND THEREFORE CANNOT AND DOES NOT GUARANTEE THAT EMERGENCY SERVICE PROVIDERS WILL UTILIZE THE INFORMATION PROVIDED. NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO THE RAPIDSOS SERVICE AND THE RAPIDSOS SERVICE MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS.

USE OF THE RAPIDSOS SERVICE DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND SUBSCRIBERS, EMERGENCY SERVICE PROVIDERS, NOTIFICATION PROVIDERS, THE PLATFORM PROVIDER, OR OTHER USERS. YOU WILL NOT RELY ON THE RAPIDSOS SERVICE AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE INFORMATION TO SUBSCRIBERS, EMERGENCY SERVICE PROVIDERS, OR USERS. RAPIDSOS IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY SUBSCRIBER, EMERGENCY SERVICE PROVIDER, NOTIFICATION PROVIDER, THE PLATFORM PROVIDER, OR OTHER USER. RAPIDSOS DOES NOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION AND IS NOT RESPONSIBLE FOR ANY ACTION OR OMISSION BETWEEN OR AMONG USERS OF THE SYSTEM. RAPIDSOS DOES NOT HAVE CONTROL OVER THE VOIP SERVICE, TELEPHONE SERVICE OR INTERNET SERVICE PROVIDERS NECESSARY FOR PROVIDING THE RAPIDSOS SERVICE AND ANY FAILURE DUE TO A THIRD PARTY SERVICE PROVIDER IS NOT THE RESPONSIBILITY OF RAPIDSOS. RAPIDSOS IS NOT A TELEPHONE COMPANY, INTERNET PROVIDER, WIRELESS NETWORK PROVIDER, OR OTHER TELECOMMUNICATIONS SERVICE PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING THE COMMUNICATION SERVICES NEEDED FOR RAPIDSOS SERVICE. ADDITIONALLY, IT IS YOUR RESPONSIBILITY TO PROVIDE AND MAINTAIN A RELIABLE POWER SOURCE FOR ANY PRODUCTS THAT USE THE RAPIDSOS SERVICE.

YOU ARE RESPONSIBLE FOR MANAGING YOUR TELEPHONE SERVICE PROVIDER ACCOUNT, INTERNET SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, LOCATION TRACKING, AND OTHER OPT-IN STATUSES AS REQUIRED TO ALLOW THE RAPIDSOS SERVICES TO LOCATE AND COMMUNICATE WITH YOUR PHONE OR OTHER CONNECTED DEVICE. DEVICES THAT ARE LOCATION COMPATIBLE MAY NOT BE LOCATABLE BY THE RAPIDSOS SERVICE OR THE TELEPHONE RAPIDSOS SERVICE PROVIDER OR INTERNET SERVICE PROVIDER AT ALL TIMES. ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS. ANY ADDITIONAL INFORMATION PROVIDED OTHER THAN LOCATION DATA IS NOT GUARANTEED AND RELIES ON THE ACCURACY OF INFORMATION PROVIDED TO THE RAPIDSOS SERVICE BY YOU OR A PLATFORM PROVIDER.

THE RAPIDSOS SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE RAPIDSOS SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. THE INDEMNITEES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE RAPIDSOS SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE RAPIDSOS SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE INDEMNITEES DO NOT WARRANT THAT THE RAPIDSOS SERVICE OR ANY PORTION OF THE RAPIDSOS SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE RAPIDSOS SERVICE, WILL BE

UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

13. Limitation of Liability

IN NO EVENT WILL THE INDEMNITEES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE RAPIDSOS SERVICE OR ANY MATERIALS OR CONTENT ON THE RAPIDSOS SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RAPIDSOS OR ANY INDEMNITEE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. SUBSCRIBER UNDERSTANDS AND AGREES THAT RAPIDSOS IS NOT OBLIGATED TO NOTIFY OR DISPATCH MEDICAL, FIRE, OR POLICE ASSISTANCE AND THAT RAPIDSOS SHALL HAVE NO LIABILITY FOR FAILING TO DO SO OR FOR MEDICAL, FIRE, OR POLICE ASSISTANCE NOT RECEIVING SUCH NOTIFICATION OR NOT ACTING ON SUCH NOTIFICATION. IF RAPIDSOS ELECTS TO NOTIFY MEDICAL, FIRE, OR POLICE ASSISTANCE, RAPIDSOS' LIABILITY FOR DOING SO SHALL BE LIMITED AS SET FORTH HEREIN AND RAPIDSOS TAKES NO RESPONSIBILITY FOR ANY FIRST RESPONDERS' OR EMERGENCY ASSISTANCE RESPONSE TO SUCH A SIGNAL. SUBSCRIBER AGREES THAT IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO PREPARE FOR ANY MEDICAL, FIRE, OR POLICE EMERGENCY. YOU AGREE THAT THE AGGREGATE LIABILITY OF THE INDEMNITEES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE RAPIDSOS SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID DIRECTLY TO RAPIDSOS FOR ACCESS TO AND USE OF THE RAPIDSOS SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM; OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Governing Law

These Terms are governed by the laws of the State of New York without regard to conflict of law principles. Subject to Section 16 of these Terms, if a lawsuit or court proceeding is permitted under these Terms, you and RapidSOS agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New York County, New York for the purpose of litigating any dispute. We operate the RapidSOS Service from our offices in New York, and we make no representation that Materials included in the RapidSOS Service are appropriate or available for use in other locations. Any claim brought against RapidSOS is subject to Section 16 of these Terms and, unless prohibited by applicable law, you must bring any claim against RapidSOS within one (1) year after the claim arose. If you do not bring such claim within such time period, then you waive your right to make such claim against RapidSOS and RapidSOS has no liability to you for such claim. It is critical that you bring any claim against RapidSOS in a timely manner. **UNLESS PROHIBITED BY APPLICABLE LAW, RAPIDSOS AND YOU BOTH WAIVE YOUR RIGHT TO TRIAL BY JURY.**

15. General

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and RapidSOS regarding your use of the RapidSOS Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms should survive, will survive, including, without limitation, Sections 2, 4 through 17.

16. Dispute Resolution and Arbitration

16.1 Generally. In the interest of resolving disputes between you and RapidSOS in the most expedient and cost effective manner, you and RapidSOS agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND RAPIDSOS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** Unless prohibited by applicable law, you must bring any claim against RapidSOS within one (1) year after the claim arose. If you do not bring such claim within such time period, then you waive your right to make such claim against RapidSOS and RapidSOS has no liability to you for such claim. It is critical that you bring any claim against RapidSOS in a timely manner.

16.2 Exceptions. Despite the provisions of Section 16.1, we both agree that nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either of us to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

16.3 Arbitrator. Any arbitration between you and RapidSOS will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting RapidSOS.

16.4 Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice"). RapidSOS's address for Notice is: 3 Park Ave., Floor 22, New York, NY 10016. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or RapidSOS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or RapidSOS must not be disclosed to the arbitrator until after the

arbitrator makes a final decision and award, if any. If our dispute is finally resolved through arbitration in your favor, RapidSOS will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by RapidSOS in settlement of the dispute prior to the arbitrator's award; or (iii) \$100.

16.5 Fees. If you commence arbitration in accordance with these Terms, RapidSOS will reimburse you for your payment of the filing fee (if you are successful in the arbitration proceeding), unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York County, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse RapidSOS for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

16.6 No Class Actions. YOU AND RAPIDSOS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and RapidSOS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

16.7 Modifications. If RapidSOS makes any future change to this arbitration provision (other than a change to RapidSOS's address for Notice), you may reject the change by sending us written notice within 30 days of the change to RapidSOS's address for Notice, in which case your account with RapidSOS will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject will survive.

16.8 Enforceability. If Section 16.6 is found to be unenforceable or if the entirety of this Section 16 is found to be unenforceable, then the entirety of this Section 16 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 14 will govern any action arising out of or related to these Terms.

17. Consent to Electronic Communications

By using the RapidSOS Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

18. Contact Information

The RapidSOS Service is offered by RapidSOS, Inc., located at 3 Park Ave., Floor 22, New York, NY 10016. You may contact us by sending correspondence to that address or by emailing us at support@rapidsos.com. If you are a California resident, you may have these Terms mailed to you

electronically by sending a letter to the address above with your electronic mail address and a request for these Terms.

CONSUMER MONITORING SERVICE TERMS

Last Updated: November 8, 2021

1. These Monitoring Services Terms ("Terms") set forth herein are affirmed by the Subscriber named in connection with that certain End User License Agreement ("EULA") between Company named and Subscriber for the benefit of RapidSOS, Inc., together with its licensed affiliate (collectively, "RapidSOS") and the RapidSOS partner providing the Monitoring Services (as defined herein) ("Central Station"), and shall be governed by the terms of the EULA; provided that, in the event of a conflict between these Terms and the terms and conditions of the EULA, these Terms shall be deemed to control as they pertain to the Monitoring Services only. Unless otherwise expressly set forth in the EULA or its attachments, the identity of the Central Station is Lydia Security Monitoring, Inc. dba Central Office Processing Services, C.O.P.S. Monitoring, United Central Control, UCC, and AlarmWATCH. Subscriber agrees to comply with these Terms. For avoidance of doubt, RapidSOS and the Central Station are intended to be and shall have the rights of third party beneficiaries of these Terms.

2. Subject to the terms and conditions set forth hereinafter, Central Station will perform Monitoring Services for an electronic security alarm and/or video and/or voice communication system and/or telematics and/or application-based (including mobile phone applications) system and/or personal emergency response systems, or other wearable devices (each, and collectively, "System") as an agent of RapidSOS and Company. Central Station may, in its sole and absolute discretion add, change, or discontinue Monitoring Services; provided, however, Company shall give Subscriber thirty (30) days prior notice of any discontinuance or material change of the Monitoring Services.

3. Subscriber understands and agrees that its local municipality may require that Subscriber obtain a license or permit for the use or monitoring of the System and that Subscriber is solely responsible for determining and complying with such obligations.

4. Monitoring Service. Central Station operates a monitoring station(s) ("Monitoring Station") for the receipt of audio transmissions, including, without limitation, Systems; and communication with Subscriber and others including, but not limited to, police, fire, medical, ambulance, guard, patrol and response service, and other governmental, quasi-governmental, private or volunteer agencies, departments and organizations (collectively, "First Responders"), and others identified by Subscriber, such as emergency contacts (collectively, "Proper Authorities"), and the Subscriber desires to utilize Central Station for the receipt of (i) audio and/or video communication, (ii) electronic data transmissions ("Signals"), and/or (iii) video image transmissions from Systems, and for communication with Subscriber and Proper Authorities. "Monitoring Services" mean and consist solely of monitoring service personnel ("Operator") communicating electronically with Proper Authorities or calling by telephone the telephone numbers supplied by Company, Subscriber or RapidSOS in writing for Proper Authorities (the "Call List") within a reasonable period of time under the circumstances at the Central Station's monitoring facility and the priority of the Signals which are identified in writing ("Listed Codes") or video images which, in the Operator's discretion reveal the necessity for Monitoring Services, appear on the Operator's computer screen at the Central Station's monitoring facility or when voice communication requesting assistance is received by an Operator from Company, Subscriber, or Subscriber's premises. No Monitoring Service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for Monitoring Service. In the event a Signal is received at the Central Station's monitoring facility which is not a Listed Code,

Company agrees that Central Station's sole duty and obligation is for Central Station to log the Signal (the "Unlisted Code Policy"). If the premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber (unless Company chooses to bear such expenses). Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Central Station may, in its sole and absolute discretion and without any liability, attempt to telephone the premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided to Central Station in writing by RapidSOS or Company, as frequently as Central Station deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from Company, Subscriber, or any of Subscriber's personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Central Station to disregard receipt of a listed code, Central Station may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images. Central Station's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Central Station in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from the Monitoring Services (collectively, the "IP Property") are the sole and exclusive property of Central Station or RapidSOS, as applicable, and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Central Station or RapidSOS, as applicable, shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon Subscriber's written request to retain any specific IP Property being received by Central Station prior to the Destruction of the IP Property, Central Station shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to your request.

5. Consent to Intercept, Record, Disclose, and Use Contents of Communications. Subscriber, for itself, and as the authorized agent of its agents, servants, representatives, employees, contractors, officers, and directors (individually and collectively, "Subscriber Party"), hereby consents to RapidSOS and/or Central Station intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, internet, broadband and other forms of transmission or communication to which RapidSOS and/or Central Station and Subscriber or Subscriber Party are parties.

6. Consent to Call Subscriber and Call List. Subscriber, for itself and as the authorized agent of each Subscriber Party and each person on Subscriber's Call List from time-to-time, consents to RapidSOS and/or Central Station calling each such person's telephone, cell phone, or other mobile device in connection with the Monitoring Services.

7. Transmission of Data, Video, or Voice. Subscriber, on its behalf and on behalf of Subscriber Parties acknowledges and agrees that Systems are non-supervised reporting devices. If the transmission medium for delivery of data, video images or voice or other audio communications from Subscriber or Subscriber Party to the Monitoring Station is incompatible with the System or is inoperative, circumvented,

compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the Monitoring Station. Further, Subscriber understands that (i) a video system enables RapidSOS and/or Central Station to view the premises of the Subscriber or a Subscriber Party ("Premises") to the extent a System connected to the Monitoring Station is in use, and (ii) a two-way voice system, if in use at the Premises, enables RapidSOS and/or Central Station to "listen-in" to the Premises or via the device in use to contact Central Station. Subscriber, for itself and as authorized agent of each Subscriber Party, authorizes and consents to Central Station viewing the transmission of data, video, and voice (including "listening-in") at the Premises and the area outside the Premises and releases Central Station, RapidSOS, and their representatives for all claims, losses, damages, costs and expenses due to Central Station viewing or receiving such data, video, or voice.

8. Video Systems. If the System transmits video images, Subscriber shall (and shall cause relevant Subscriber Parties to) (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on the Premises that they may be monitored by video; (iii) not use or permit the use of video installed where any Person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images from the system; (v) use the video system for security surveillance, management services, and emergency response only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system. Subscriber understands and agrees (and shall inform relevant Subscriber Parties and receive their agreement) that (i) a video system enables RapidSOS and/or Central Station to record, store and review images of the interior of the Premises and the area outside of the Premises, to the extent applicable, and (ii) video with audio capability enables RapidSOS and/or Central Station to record, store and review oral communications from in and outside of the Premises. Subscriber hereby agrees, authorizes, and consents, and will cause relevant Subscriber Parties to agree, authorize, and consent, to RapidSOS and/or Central Station recording, storing, and reviewing video images and oral communications transmitted from the video system at the Premises or made part of the System. Monitoring Service in connection with the receipt of video images at Central Station's Monitoring Station consists solely of Operator communicating electronically or calling by telephone the Proper Authorities within a reasonable period of time (and in consideration of the priority of all Signals and video images received by the Central Station's Monitoring Station) after video images which, in the Operator's reasonable discretion, reasonably conspicuously reveal the necessity for Monitoring Service, appear on the Operator's computer screen at the Monitoring Station; provided, that the Operator shall not be required to view the video images more than one time as the video images appear on the Operator's computer screen. Notwithstanding anything in these Terms to the contrary, RapidSOS's and/or Central Station's obligation to perform monitoring service in connection with any Listed Code received from activation of the an alarm/request for assistance or other Signal from the System is conditioned on (i) receipt of video images from the video system related to the Listed Code, and (ii) Operator's determination, pursuant to this Section, of whether to communicate electronically or call by telephone First Responders or other Proper Authorities on the Call List.

9. Medical Emergency Signal. Subscriber acknowledges and agrees that RapidSOS's and/or Central Station's sole responsibility upon receipt of a medical emergency signal transmitted from the System is to call by telephone or send an electronic, real-time, data communication to the medical assistance providers listed as Proper Authorities in the relevant Call List. Subscriber understands and agrees that Central Station, RapidSOS, and their respective representatives are hereby released from all liability due to active or passive sole, joint or several negligence of any kind or degree of Central Station, RapidSOS, or their respective representatives

which Subscriber, or anyone claiming through Subscriber, in any way might or could claim against Central Station, RapidSOS, or their respective representatives based upon, arising out of or from, in connection with, resulting from, related to or as a consequence of failure or improper dispatch of medical assistance providers.

10. Service Information Obligation of Subscriber. Subscriber shall properly and accurately complete and deliver to Company and/or RapidSOS and/or Central Station in writing all information required by Company and/or RapidSOS and/or Central Station to perform Monitoring Services under these Terms ("Information"). All Information (and all additions, modifications or changes) shall be (i) Subscriber's sole and absolute responsibility, and (ii) in writing or electronically transmitted by Subscriber to Company and/or RapidSOS and/or Central Station. All Information shall not become available for use until transferred by Central Station to its database which shall occur not sooner than the next business day after receipt of the Information by the Central Station. No oral communication shall be binding on Central Station. Notwithstanding the foregoing, in the event Company and/or RapidSOS and/or Central Station provides or agrees to provide any of the Information, Subscriber hereby releases Company and/or RapidSOS and/or Central Station for any and all acts, errors or omissions of Company and/or RapidSOS and/or Central Station, including Company's and/or RapidSOS's and/or Central Station's active or passive sole, joint or several negligence of any kind or degree arising out of or from or related to Company and/or RapidSOS and/or Central Station providing, failing to provide or agreeing to provide any Information.

11. False Alarms. In the event the System is activated for any reason outside the need for emergency assistance (a "False Alarm"), Subscriber shall be responsible for any fines, fees, costs, expenses and penalties assessed against Subscriber, Company, Central Station, or RapidSOS by any court, governmental agency, or municipality in connection with such False Alarm.

12. PERS Communication Limitations. The personal emergency response system ("PERS") equipment, including without limitation any mobile device or fall monitor, is not infallible and the transmission and receipt of communications to or from such equipment may be interrupted or otherwise compromised. The Monitoring Services may rely upon the availability of cellular service and data and the availability of global positioning system ("GPS") or other location data to operate properly, all of which are provided by a third party that is not controlled by Central Station or RapidSOS. The ability of a mobile device to accurately track a Subscriber's location is dependent the availability of GPS, cellular network, and/or wireless internet coverage, depending on Subscriber's location. The device will function only in areas, locations, and buildings where such service is available. If such service is unavailable or unreliable, the device may not accurately reflect a Subscriber's location (and, in the case of multistory buildings or construction, will not accurately reflect a Subscriber's location) or, it may not communicate at all with the Monitoring Station. In such event, Central Station may be unable to communicate a Subscriber's location to a First Responder, and a First Responder may not be able to locate such Subscriber. Use of the 911 emergency services telephone line may enable a Subscriber to reach First Responders in this situation. Subscriber understands the information in this paragraph.

13. Fall Detection. Subscriber understands that fall detection technology does not detect 100% of falls and may activate even when the Subscriber does not fall. In addition, the system must have sufficient battery charge and/or cellular signal strength to transmit information. A Subscriber should always push their help button when they need assistance.

14. Email and Other Electronic Notices. In the event Subscriber elects to receive automatic email or other electronic notices of certain System events, e.g., the arming or disarming of the System, the triggering of an alarm by the System, etc., Subscriber acknowledges, understands and agrees that (i) any such notice is conditioned on (a) receipt of the data at Central Station's Monitoring Station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the

internet, and (c) any failure, malfunction or delay in processing or transmitting the data by RapidSOS's and/or Central Station's equipment or software, and (ii) RapidSOS and/or Central Station is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including RapidSOS's and/or Central Station's or either of their respective representatives' sole, joint or several negligence of any kind or degree.

15. LIMITATION OF LIABILITY. SUBSCRIBER UNDERSTANDS AND AGREES: THAT NONE OF CENTRAL STATION, RAPIDSOS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT SUBSCRIBER CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING SUBSCRIBER AND SUBSCRIBER PARTIES, INCLUDING, TO THE EXTENT APPLICABLE, SUBSCRIBER PARTIES WHO MAY BE ON THE PREMISES, FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT CENTRAL STATION, RAPIDSOS, AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR VIDEO IMAGE, OR OPERATE ANY MONITORING FACILITY. SUBSCRIBER FURTHER UNDERSTANDS AND AGREES: THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CENTRAL STATION, RAPIDSOS OR THEIR RESPECTIVE REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY.

16. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THESE TERMS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Release of Insured Losses and Waiver of Subrogation. Subscriber hereby waives any rights Subscriber's insurance company may have to be reimbursed by Central Station, RapidSOS, or their respective Representatives for money paid to Subscriber or on Subscriber's behalf. Subscriber hereby release Central Station, RapidSOS, and their respective Representatives for all losses, damages and expenses which are insured.

18. INDEMNIFICATION. IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING SUBSCRIBER'S INSURANCE COMPANY, ASKS CENTRAL STATION, RAPIDSOS, OR THEIR RESPECTIVE REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY CENTRAL STATION, RAPIDSOS, OR THEIR RESPECTIVE REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE CENTRAL STATION'S MONITORING STATION, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR

CONTRIBUTION, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT CENTRAL STATION, RAPIDSOS, OR THEIR RESPECTIVE REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY CENTRAL STATION, RAPIDSOS, OR THEIR RESPECTIVE REPRESENTATIVES.

19. Contractual Limitation of Actions. All suits against Central Station, RapidSOS, or their respective Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said suit is barred. The time period in this Section is of the essence and must be strictly complied with.

20. Suspension of Service. Should there be a termination or suspension of the contract between RapidSOS and Central Station, or upon termination or suspension of Monitoring Services for any reason under Central Station's contract with RapidSOS, or if the System excessively sends video images or signals to Central Station's Monitoring Station, Subscriber unconditionally and irrevocably authorizes RapidSOS and/or Central Station to, without limitation, concurrently or consecutively, do any one or more of the following: ignore all video images and signals received from the System, disconnect the System, or render the System incapable of signaling locally or communicating with the Central Station's monitoring facility by deletion or modification of data necessary to operate the System. Subscriber agrees that RapidSOS's and/or Central Station's obligations hereunder are waived automatically without notice and Subscriber releases RapidSOS and Central Station for all loss, damage and expense in the event the monitoring facility, equipment, or facilities necessary to operate the System or Monitoring Station are interrupted, circumvented, compromised, destroyed, damaged, inoperable or malfunction (collectively, an "Interruption") for any reason whatsoever including, without limitation, Subscriber's sole, joint or several negligence, for the duration of such Interruption of Service.

21. Applicable Law. These Terms are governed by and construed according to the laws of Delaware.

22. Type and Place of Suit. Each party unconditionally and irrevocably agrees that all claims, actions or proceedings arising out of or from, in connection with, as a result of, related to or as a consequence of these Terms or the services contemplated herein (a "Suit") shall be limited to breach of these Terms (all other types of claims being hereby waived and Central Station, RapidSOS, and their respective representatives being hereby released) brought exclusively in the state or federal courts located in the district or county where Central Station's Monitoring Station related to such Suit is located and the parties each unconditionally and irrevocably consents to the exclusive jurisdiction of these courts.

23. Service of Process. The parties to these Terms each authorize and consent to service of process by U.S. mail, certified, return receipt requested, or national overnight courier service (with confirmation of receipt).

24. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY A PARTY.

25. Assignability. These Terms and the agreement contained herein are not assignable by Subscriber. These Terms and the agreement contained herein or any portion thereof is assignable by RapidSOS.

26. Validity. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and these Terms, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. Upon determination that any provision or portion thereof is invalid, illegal or unenforceable, the court or other dispute resolution forum shall modify the provision or portion thereof so as to effect the original intent of the parties as closely as possible so that such provision or portion thereof is valid, legal and enforceable.

27. Modifications. All changes or amendments to these Terms must be in writing and signed by the parties hereto to be binding.

28. Right to Subcontract. Subscriber agrees that RapidSOS and/or Central Station may, in their sole and absolute discretion, subcontract for the provision of services under these Terms. Subscriber agrees that the provisions of these Terms inure to the benefit of and are applicable to any subcontractors engaged by RapidSOS and/or Central Station to provide any Monitoring Services to Subscriber, and that any such subcontractor shall be an intended third party beneficiary of these Terms with the same force and effect as they apply to RapidSOS and/or Central Station; provided that subcontractor will fulfill all of RapidSOS's and/or Central Station's obligations hereunder with respect to any such subcontract and the subcontracting party will remain responsible for the actions or inactions of subcontractor in accordance with these Terms.

29. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of these Terms.

30. Central Station as Subcontractor. Subscriber understands and agree that (i) the relationship among Company, Central Station, and RapidSOS is that of independent contractors and not as partners or joint venturers, and (ii) none of Company, Central Station, or RapidSOS shall be liable to Subscriber, directly or indirectly, for any liability of the others to Subscriber.

31. Right to Notice and Cure. In the event of any breach of these Terms, Subscriber agrees to provide written notice to RapidSOS specifically identifying the nature of the breach and the provisions of these Terms affected thereby, and to permit Central Station to cure the breach within five (5) business days after receipt by Central Station of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If RapidSOS and/or Central Station cures any said breach as provided herein, the agreement set forth in these Terms shall continue unabated and Central Station shall not be liable to Subscriber or any Subscriber Parties for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

32. Company and/or RapidSOS as Agent; Revocation; Ratification; Retroactive Date. Subscriber hereby appoints Company and/or RapidSOS as Subscriber's agent to give direction to Central Station as if done by Subscriber in Subscriber's own right concerning any and all matters arising out of or from, in connection with or related to the performance of Monitoring Services. The authority granted to Company and/or RapidSOS under this Section shall continue to be binding upon Subscriber until termination of the EULA; provided that such termination shall not affect anything done by Central Station in reliance hereon or pursuant hereto prior to actual receipt of said written and signed notice of revocation. Subscriber hereby ratifies and confirms all prior and contemporaneous acts of Company and/or RapidSOS in accordance with this Section which Subscriber acknowledges and agrees shall be and is deemed to be retroactive to the initial date Central Station performed any Services for Subscriber or on Subscriber's behalf as a subcontractor of RapidSOS.

33. Execution in Counterparts. These Terms may be executed in any number of counterparts, any one of which need not contain the signature (including electronic signature) of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that these Terms and the signatures affixed hereto may be transmitted and delivered by facsimile and electronic mail (scanned copy delivered in pdf version) and that all such signatures and these Terms transmitted or delivered by facsimile or electronic mail shall be deemed to be originals for all purposes and given the same legal force and effect as the original agreement and original signatures.

34. Storage of Agreement and Information. Subscriber authorizes Company and/or RapidSOS and/or Central Station to scan, image or otherwise convert, store or retain these Terms and all Information and other written materials in an electronic format of any nature and, in the sole and absolute discretion of RapidSOS and/or Central Station, to destroy all written documents or materials which have been so converted. Subscriber agrees that an electronically produced copy of these Terms and all other written

documents and materials so converted is legally equivalent to the original for any and all purposes, including litigation or arbitration.












NASPO AR2474 MSA - Amendment 14

Final Audit Report

2023-10-12


Created:	2023-10-03
By:	Wayde Holmquist (wayde.holmquist@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwEg-bBMuFkhUz7740O11BsoRtD5nxABK

"NASPO AR2474 MSA - Amendment 14" History

-  Document created by Wayde Holmquist (wayde.holmquist@lumen.com)
2023-10-03 - 8:01:53 PM GMT
-  Document emailed to pomdirectorsignature@lumen.com for signature
2023-10-03 - 8:04:31 PM GMT
-  Email viewed by pomdirectorsignature@lumen.com
2023-10-03 - 8:09:39 PM GMT
-  Email viewed by pomdirectorsignature@lumen.com
2023-10-11 - 12:14:17 PM GMT
-  Signer pomdirectorsignature@lumen.com entered name at signing as Alex Khanin
2023-10-11 - 3:41:57 PM GMT
-  Document e-signed by Alex Khanin (pomdirectorsignature@lumen.com)
Signature Date: 2023-10-11 - 3:41:59 PM GMT - Time Source: server
-  Document emailed to Blake Porter (btporter@utah.gov) for signature
2023-10-11 - 3:42:04 PM GMT
-  Email viewed by Blake Porter (btporter@utah.gov)
2023-10-11 - 3:42:30 PM GMT
-  Document signing delegated to Windy Aphayrath (waphayrath@utah.gov) by Blake Porter (btporter@utah.gov)
2023-10-11 - 3:45:35 PM GMT
-  Document emailed to Windy Aphayrath (waphayrath@utah.gov) for signature
2023-10-11 - 3:45:35 PM GMT
-  Email viewed by Windy Aphayrath (waphayrath@utah.gov)
2023-10-12 - 11:25:09 PM GMT

 Document e-signed by Windy Aphayrath (waphayrath@utah.gov)

Signature Date: 2023-10-12 - 11:26:30 PM GMT - Time Source: server

 Agreement completed.

2023-10-12 - 11:26:30 PM GMT