

## ADDITIONAL TERMS FOR ORDERS UNDER LEVEL 3 AGREEMENTS

These terms apply to construction and maintenance Services performed by a supplier/contractor for Lumen Technologies Service Group, LLC or one of its Affiliates (“Lumen”) where the Lumen party to the master services agreement (“Agreement”) with the supplier/contractor is Level 3 Communications, LLC and the applicable order or statement of work (“Order”) references these terms. These terms control over conflicting terms in the Agreement. Services provided under the Order referencing these terms may be transferred to, rendered on behalf of, or used by any Lumen Affiliate. However, the obligations and liabilities of any of Lumen’s Affiliates are several, not joint.

### A. Insurance

This provision replaces the Insurance provision of the Agreement.

- i. DURING THE TERM OF THE ORDER, CONTRACTOR SHALL OBTAIN AND KEEP IN FORCE NOT LESS THAN THE INSURANCE REQUIREMENTS FOR CONSTRUCTION SERVICES DESCRIBED AT <https://www.lumen.com/en-us/about/doing-business-with-lumen.html> (“SUPPLIER PORTAL”) WHICH ARE INCORPORATED BY REFERENCE. CONTRACTOR WILL PROVIDE CERTIFICATES OF INSURANCE AND ANY OTHER EVIDENCE OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS ON THE SUPPLIER PORTAL OR AS OTHERWISE REQUESTED BY LUMEN.
- ii. SUBCONTRACTOR INSURANCE REQUIREMENTS  

If Contractor utilizes subcontractors in performance of the Order, Contractor will ensure that the subcontractors keep maintain proper insurance applicable to the type and scope of the Services to be performed. It is expressly understood that Contractor is ultimately responsible for its subcontractors including without limitation ensuring that the appropriate insurance is maintained by its subcontractors.
- iii. NO LIMITATION  

Nothing contained in this section limits Contractor’s liability to Lumen, a Lumen Affiliate, their directors, officers, employees, agents and/or representatives to the limits of insurance certified or carried.

### B. Personnel; Services; Reports

The provisions of this section titled “Personnel; Services; Reports” will control over any conflicting provisions of the Agreement.

“Contractor Employees” means Contractor’s W-2 employees, who perform Services, act on Contractor’s behalf or are paid by Contractor in connection with the Order.

“Contractor Personnel” means Contractor Employees or subcontractors who perform services, act on Contractor’s behalf or are paid by Contractor in connection with the Order.

i. Required Compliance with Agreement

Contractor and Contractor Personnel will comply, at Contractor's sole expense, with: (i) the applicable terms of the Agreement; (ii) all applicable laws, rules and regulations including, but not limited to, those related to authorization to work in the country at issue (e.g., Form I-9), equal employment opportunities, health and safety, immigration, anti-discrimination, wage and hour (e.g., minimum wage and overtime provisions of the Fair Labor Standards Act and appropriate classification of workers as exempt/salaried or non-exempt/hourly), the withholding, remittance and /or payment of any applicable taxes (e.g., FICA, FUTA or excise taxes) and other applicable local, state and federal employment laws and regulations; and (iii) the applicable Lumen policies and requirements available at the Supplier Portal including, without limitation, the Physical Security Administration Standards, Building Maintenance Terms and Conditions and the Drug Testing and Background Check Requirements which are incorporated into this Agreement by reference. For offshore engagements (outside the United States), different Drug Testing and Background Check requirements may be specified, based on the Services being provided and the local country law where the work is completed. Upon request, Contractor will provide compliance certificates to Lumen within 10 days. Contractor will pay its employees "prevailing wages" if required and as defined by federal and state laws in the state and location where work is performed. If Lumen notifies Contractor that a work project is governed by prevailing wage laws and Contractor did not previously consider this requirement in its original bid, Contractor may revise its bid for consideration by Lumen. Upon Lumen's request, Contractor will provide written certification of its compliance with its prevailing wage obligations. Contractor is solely responsible for the safety and health of Contractor Personnel and for the creation and maintenance of any accident logs or reports required by federal or state occupational safety and health agencies. Without limiting the generality of the foregoing, Contractor must not discriminate in screening, hiring, or employment practices based on race, color, age, sex, gender, gender identity, gender expression, sexual orientation, ancestry, citizenship, national origin, religion, covered veteran status, disability, medical condition, genetic characteristic or information, creed, marital status, family status, pregnancy or other legally protected status. Upon request, Contractor will furnish Lumen with its EEO policies and procedures verification of workers' compensation, unemployment compensation and FICA payments, and/or as applicable.

ii. Contractor Employee/Personnel Requirements

At least 5 days prior to Contractor Personnel commencing any Services under an Order, Contractor will provide to Lumen at [ACA@Lumen.com](mailto:ACA@Lumen.com) the full names of Contractor Personnel providing Services and their dates of birth or last four digits of their social security numbers (which will be considered Contractor's Confidential Information under Section 9 below). During the term of any Order, Contractor must update this information in the event there are changes to the Contractor Personnel providing Services. If Lumen lawfully objects to the assignment of any individual, such individual may not perform Services, and Contractor will promptly provide an equally qualified replacement at its own cost. In connection with any replacement of Contractor Personnel, Contractor shall arrange for a timely transfer of knowledge and information with minimum delay. Contractor will perform any specific skill testing necessary to ensure Contractor

Personnel have the expertise, skills and knowledge needed for the performance of the Services. In addition, if any Contractor Personnel will have unescorted access to a Lumen Facility, the Contractor Personnel must be subject to confidentiality obligations at least as restrictive as those contained in the confidentiality provisions of the Agreement. Consistent with Lumen's Information Security Requirements, Contractor must receive written consent from Lumen prior to allowing any Contractor Personnel who are located outside of the United States access to Lumen Confidential Information.

iii. Affordable Care Act

Contractor represents and warrants that it offers and will continue to offer medical coverage that complies with the Affordable Care Act and regulations ("ACA") to all of its Contractor Employees who are assigned to engagements with Lumen for 30 hours a week or more no later than 90 days following the start of such engagement, in accordance with the ACA. Such medical coverage shall be "affordable" and "minimum value" as those terms are defined in the ACA. The parties acknowledge that the fee paid to Contractor for Services under this Agreement contemplates the cost to the Contractor to provide ACA compliant medical coverage to employees enrolled in Contractor's medical plan. Failure to comply with this provision is considered a material breach of the Agreement.

iv. Reports and Records

Contractor will maintain for a period of 7 years all information required for purposes of IRS/DOL reporting or audit requirements, including the total number of hours spent annually by each of Contractor Employees and agents: (a) performing Services in connection with the Agreement; and (b) performing any other work for Lumen or its Affiliates. If requested by Lumen in connection with any submission to the IRS or DOL, Contractor will promptly provide to Lumen: the full name and date of birth, the start date, end date, total hours worked by year, and time period for which the work was performed for each individual providing Services (the "Supplier Employee Report"). After Lumen approves of the Supplier Employee Report, that report with corresponding social security numbers will be provided to the IRS/DOL in a manner to be mutually agreed upon by the parties.

v. Independent Contractor

Contractor and Contractor Personnel are independent contractors for all purposes and at all times. Contractor's core business includes servicing other customers and Contractor Personnel may be assigned to other customers as Contractor business dictates. Contractor has the responsibility for, and control over, the methods and details of performing Services. Contractor will provide all tools, materials, training, hiring, place of work, supervision, work policies and procedures, and be responsible for the compensation, discipline and termination of Contractor Personnel. Contractor is solely responsible for the payment of all Contractor Personnel compensation, wages, benefits and taxes. Neither Contractor nor Contractor Personnel have any authority to act on behalf of, or to bind Lumen to any obligation. Contractor Personnel are not employees or joint employees of Lumen and are prohibited from representing themselves as Lumen employees. Contractor Personnel will be at all times Contractor Employees and/or Contractor approved subcontractors. Contractor Personnel are being furnished for discrete projects of limited duration.

vi. Training

- (a) Contractor is responsible for ensuring that Contractor Personnel are trained to all current industry and technology standards. Lumen will not reimburse Contractor for training or associated costs or expenses incurred by Contractor or Contractor Personnel without prior written authorization by Lumen. Contractor Personnel may attend upon written approval company sponsored training that is required to understand the function of a specific assignment or project, utilization of equipment or software that is unique to Lumen and approved company facilitated training designed to train a Contractor resource (on a limited basis) for “train the trainer” applications.
- (b) If applicable, Contractor will maintain a “train the trainer” program to train, develop and support Contractor’s employees utilizing any current and future Lumen systems or software. Contractor will ensure employees are proficient in understanding and use of all systems or software as required before being assigned to Lumen’s projects. The Contractor may, with advanced approval of Lumen (minimum Director level) use employees at lower rate scales while in training/certification progression. If Contractor’s employee fails to perform at an acceptable level as determined by Lumen, Contractor may be required to refund Lumen 100% of hours billed.
- (c) If applicable, Contractor will implement a quality assurance and quality control (QA/QC) plan or program and approved by Lumen that measures the merit of each work order issued by the Contractor. Contractor will audit a minimum of 10% of Contractor’s employees’ work specific to agreed upon industry standards and company’s policies, procedures, engineering practices, etc. The Contractor will provide a report card (format and content approved by Lumen) to Lumen periodically as requested by not less than every 45 days. Failure to maintain a QA/QC program and reporting of results to Lumen may result in forfeiture of contract.

vii. Security Related Events

- (a) Security incidents that impact, have the potential to impact or suggest a possible future risk to Lumen information, equipment or personnel must be documented and reported to Corporate Security at 866-864-2255, as soon as reasonably possible after detection.
- (b) Examples of the types of incidents to be reported are: assault; bomb threat; burglary; computer hacking or breach of databases or systems containing Lumen Confidential Information; embezzlement; fraud; misconduct by employees, vendors or contractors; property damage;

robbery; suspicious activities, people or situations; missing property or theft, including of equipment that may contain Lumen Confidential Information; threats; or other activity that may disclose Lumen Confidential Information. These examples are not intended to constitute an exhaustive listing. Contractor is expected to apply appropriate judgment and recognize and report other incidents that impact, or may impact, Lumen information, equipment or personnel.

- (c) Contractor must make Contractor Personnel available to Corporate Investigations promptly for purposes of investigating and provide information relevant to the investigation as reasonably requested.

viii. Subcontractors

Unless otherwise approved by Lumen in writing, Contractor will not subcontract any portion of Services and will perform the Services using Contractor Employees. Notwithstanding Lumen's approval of a subcontractor, Contractor will remain fully liable for the work performed and for the acts or omissions of any subcontractor including, without limitation, any Damages Lumen incurs as a result of subcontractor's performance. Contractor is solely responsible for payment of all subcontractors and Lumen shall have no responsibility or liability for payment of subcontractors. If Lumen approves Contractor's use of subcontractors, Contractor represents and warrants that it will contractually require the subcontractor to use only its W-2 employees on Lumen engagements, maintain proper insurance applicable to the type and scope of the Services to be performed, and agree to the same terms as provided in this Agreement including, without limitation, requiring its subcontractors who perform Services under this Agreement to have had a proper background check to comply with applicable privacy laws and requiring subcontractors to comply with the sections titled "Compliance with Laws; Permits; System Access" "Reports; Records" and "Affordable Care Act." Contractor must notify Lumen of subcontractor's use of personnel providing Services under this Agreement as outlined in Section 8.3. Failure to comply with this provision is considered a material breach of the Agreement. Without limiting the generality of the foregoing, Contractor must not permit its subcontractors to further subcontract any Services without obtaining Lumen's prior written consent.

ix. Material/Mechanic's Lien

Contractor will promptly pay for all services, materials, equipment, and labor it uses in performance of the Order and will keep Lumen's property and Customer's property, if applicable, free of claims or liens. If applicable, Contractor will submit with each progress payment request a signed and notarized conditional certification and release in a form compliant with the law of the state in which the services are provided ("Lien Waiver"), contingent only upon receipt and bank clearance of the current invoiced amount. Contractor will submit with its final invoice unconditional Lien Waivers signed and notarized on behalf of all subcontractors and material and equipment suppliers evidencing payment in full for the portion of the work performed or materials or equipment provided by them. Contractor agrees to indemnify and defend Lumen from and against any lien claims and to discharge any lien within 15 days of notice from Lumen of the presence of any lien. Lumen may withhold payment or terminate in whole or in

part the Order or both, if Contractor fails to provide Lien Waivers as required by this paragraph.

x. Weapons Prohibition

Contractor Personnel must not carry weapons or ammunition onto Lumen's premises or use or carry weapons while performing Services. Contractor further must comply with all postings or notices located at Lumen's premises regarding safety, security or weapons.

xi. Identification Information

When performing Services, all Contractor Personnel must at all times possess on their persons an identification card with the individual's photograph, name, job title and employer's name, at a minimum. Contractor Personnel will present the identification card when required or requested.

xii. CPNI

To the extent Contractor and Contractor Personnel are provided or have access to CPNI of Customers, those Contractor Personnel are Lumen's agents for the purpose of complying with Lumen's obligations regarding its Customers' CPNI under the Communications Act of 1934, as amended, and related rules, regulations and FCC orders. Excepted from this agency relationship are: (1) Contractors or Contractor Personnel who market their own communications or communications-related services to Customers; (2) Contractors or Contractor Personnel who are independent collections agencies; and (3) Contractors or Contractor Personnel who receive CPNI from Lumen in a consulting or advisory capacity. As between Contractor and Lumen, Contractor Personnel will be considered independent contractors for all other purposes. This section does not limit or otherwise change any of the parties' other rights or duties under this Agreement. If directed by Lumen, Contractor must provide training to all of its employees, contractors and agents who have access to this information to ensure compliance with the CPNI rules and Lumen's practices and policies pertaining to CPNI.

xiii. Labor Relations

Contractor will be responsible for labor relations with labor organizations either representing or seeking to represent its employees. Contractor will not at any time enter into any contract that purports to obligate Lumen to Contractor's Employees' union, either as successor or assignee of Contractor, or in any other way. Contractor warrants that it is not a party to any existing union contract that purports to obligate Lumen with respect to any union contract.

xiv. Indemnity – this provision is in addition to the Indemnity provision in the Agreement.

Contractor will indemnify and defend Lumen, its Affiliates and their respective directors, officers, agents, employees and customers who may be entitled to indemnification under the Agreement ("Indemnitees") from and against all Claims resulting from or arising in connection with any failure to pay Contractor Personnel compensation or benefits or offer benefits in accordance with

applicable laws and the Agreement or from the termination of Contractor Personnel's assignment with Lumen.

### **C. Supplier Code of Conduct and Anti-Corruption Certification**

As of the Effective Date, Contractor and Contractor Personnel agree to review and comply with the terms of the Lumen Supplier Code of Conduct ("Supplier Code") found on the Supplier Portal including, without limitation, the provisions relating to exchange of gifts, meals, and entertainment.

Contractor agrees to certify to the provisions within this Section C upon request by Lumen up to once per annum and to notify Lumen of any breaches of this section, including violation of the Supplier Code. Contractor agrees that any violation of the Supplier Code by Contractor or Contractor Personnel, as determined within the discretion of Lumen, will justify immediate termination of this Agreement by Lumen.

Contractor and Contractor Personnel's obligations under this Agreement include compliance with all applicable anti-bribery and anti-corruption laws including, but not limited to, the Foreign Corrupt Practices Act ("FCPA") (collectively, "Anti-Corruption Laws"). In performance of this Agreement, Contractor shall not, whether directly or indirectly, make a payment or offer anything of value to any government official, government personnel or government entity, in any level of government, whether foreign (non-U.S.) or domestic, including political parties or candidates for public office, or to any other party, for the purpose of influencing any act or decision of such government official, person, entity, or other party, or in order to obtain or retain business for, direct business to or secure an improper advantage for Lumen or Contractor.

Contractor and Contractor Personnel are prohibited from offering or providing, on behalf of Lumen or in connection with its performance of its obligations under this Agreement, any Business Courtesy, including gifts, meals or entertainment, to any employee, official, agent or representative of any government, wherever located, without prior written approval from Lumen Corporate Ethics and Compliance. If, in connection with the performance of this Agreement, anyone, including a government official or an agent thereof, requests or solicits Contractor or Contractor Personnel to provide a payment or anything of value to influence an act or decision to obtain or retain business, or otherwise to secure an improper advantage, Contractor must refuse the request and immediately report the incident to Lumen. Contractor represents, warrants and certifies that it will not take any actions that would result in a violation of Anti-Corruption Laws by Lumen or an Affiliate.

Contractor further represents and warrants the following:

- (a) Neither Contractor, nor any officer, director, shareholder (10% or more owner), employee, representative, or agent of Contractor, has ever been charged, prosecuted, or convicted of violating the FCPA or any other anti-corruption law.
- (b) Contractor has not been debarred from bidding on any government contracts in any country, state, or locality in which they do business.
- (c) Contractor is not owned, wholly or partially, or Controlled, directly or indirectly, by any government, government official, candidate for political office, or political party.
- (d) Contractor will maintain its books and records in accordance with internationally accepted accounting standards, and will not make any off-the-books payments with regard to this Agreement.
- (e) Contractor is not aware of any family or business relationship that any Contractor Employee, officer, director, or owner, has with any Lumen employee, officer, or

director, nor is Contractor aware of any economic interest that any Lumen employee, officer, or director has in Contractor, that may pose a conflict of interest or present the appearance of a conflict of interest. If such a relationship exists, Contractor agrees to promptly disclose that relationship or interest to Lumen's Ethics and Compliance team via Lumen's Integrity Line ([www.lumenintegrityline.com](http://www.lumenintegrityline.com)).

**D. Federal Acquisition Regulations Flow Down Provisions** - This provision controls over any conflicting provision in the Agreement.

If Lumen or the United States federal government ("Government") determines that an Order supports specific requirements included in a contract between Lumen or Lumen's prime contractor and the Government ("Government End-User Contracts") or such Order involves operationally critical support and/or accesses federal contract information or covered defense information, Contractor will be subject to the applicable flow down provisions from the prime contract with the Government including, but not limited to, the applicable Federal Acquisition Regulation ("FAR"), Defense Federal Acquisition Regulation Supplement ("DFARS"), General Services Acquisition Manual ("GSAM") or similar which include the commercial item flow down provisions found in 48 C.F.R. 52.244-6, as may be modified by the Government from time to time. In addition, Contractor shall comply with data security provisions related to sensitive government information, including FAR 52.204-21 and DFARS 252.204-7012 to the extent Contractor (including its information system) provides operationally critical support and/or accesses federal contract information or covered defense information. Contractor will comply with the applicable flow down provisions, including but not limited to the commercial services, commercial software and/or commercial off the shelf item flow downs set forth in the Federal Provisions for Commercial Services/Products f/k/a FAR Commercial Items Flow Down Requirements document located on the Supplier Portal and incorporated into this Agreement by reference (including executing an amendment or purchase order with the provisions as required by Section 202 of Executive Order 11246) upon notice from Lumen or otherwise learns of its obligations under the applicable laws.

**E. Business Continuity Management**

Contractor represents that it will comply with the Lumen Business Continuity Management Requirements located on the Supplier Portal which are incorporated by reference.

**F. Information Security** - This provision controls over any conflicting provision in the Agreement.

Contractor will comply with Lumen's Information Security Requirements, and the Business Associate Agreement, if applicable, found at the Supplier Portal, which are incorporated by reference.

**G. Supplier Engagement/Subcontracting Plan**

If applicable, Contractor shall, in the performance of its obligations under this Agreement, make good faith and commercially reasonable efforts to identify and award business to, and/or increase business awarded to Certified Diverse Suppliers. This requirement is only applicable to Services performed or Products purchased within the United States and its territories. If requested, Contractor shall report any quarterly activity on Certified Diverse Supplier utilization no later than 45 days after Contractor's fiscal quarterly end or by February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, November 15<sup>th</sup> of every year. Contractor shall provide such report via Lumen's Supplier Registration Portal located on the Supplier Portal. In the event Contractor is a subcontractor to Lumen to a prime contract with a

different utilization level than set forth in this section, Contractor shall adhere to the specific utilization level of that contract.

If Contractor expects to receive \$900,000 (\$2 million for construction of any public facility)\* or more from Lumen under the Agreement, Contractor must comply with the terms and conditions of Lumen's Supplier Engagement Subcontracting Schedule located on the Supplier Portal and Supplier's Engagement Subcontracting Plan will be added as an attachment to this Agreement. Willful or intentional failure to comply with the Lumen Engagement Subcontracting Schedule is considered a material breach of the Agreement. For information regarding Contractor's compliance with this section, Contractor may send questions to the Lumen's Supplier Engagement Office at [Supplier.Engagement@Lumen.com](mailto:Supplier.Engagement@Lumen.com)

Lumen may contact the Contractor regarding Contractor's compliance with this section:

Supplier Engagement Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone.: \_\_\_\_\_

Email address: \_\_\_\_\_

If Contractor is a Certified Diverse Supplier, then within 45 days of the Effective Date of this Agreement, Contractor must provide evidence to Lumen's Supplier Engagement Office of Contractor's certification status, as well as any updates to Contractor's certification status on a timely basis.

\*If Contractor will provide services or items in the State of California, this threshold is \$500,000 annually as opposed to the federal threshold of \$900,000 (\$2M for construction of a public facility) per contract.

**H. Prompt Invoicing** – These terms are in addition to any invoicing and payment terms in the Agreement.

Contractor will not (a) issue an invoice to Lumen more than 90 days after the first date it is permitted to issue an invoice under the Agreement (a "Late Invoice") or (b) initially raise a claim for payment of a previously issued invoice more than 365 days after the invoice date (a "Late Claim"). Lumen is not obligated to pay Late Invoices or Late Claims and Contractor waives all rights and remedies related to Late Invoices and Late Claims.

**I. Notices** – This provision replaces the Notices provision in the Agreement.

Notices provided under the Agreement must be in writing and delivered by (a) certified mail, return receipt requested, (b) hand delivered, (c) e-mail with confirmation of receipt, or (d) delivery by a reputable overnight carrier service. The notice will be deemed given on the day the notice is received. In the case of notice by e-mail, the notice is deemed received at the local time of the recipient if receipt of the email is confirmed. If receipt is not confirmed, sender must follow email notice with notice sent by a, b or d above and the notice will be deemed received the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

<p>If to Lumen:</p> <p>Attn: Procurement Lumen Technologies PO Box 4200 Monroe LA 71211 Email: _____</p>	<p>If to Contractor:</p> <p>Attn: _____ _____ _____ Email: _____</p>
<p>With a copy to:</p> <p>Attn: Law Department Lumen Technologies 931 14<sup>th</sup> St., 9<sup>th</sup> Floor Denver, CO 80202 Email: legal.notices@lumen.com</p>	<p>With a copy to:</p> <p>Attn: _____ _____ _____ Email: _____</p>

**J. Build America, Buy America**

If Contractor is informed by Lumen or its contractor that a project for which Lumen is purchasing Products is subject to the Build America, Buy America Act of 2021 (Pub. L. No. 117-58, §§ 70901-52), the Buy America Act of 1982 (49 U.S.C. § 5323(j); 23 U.S.C. § 313), the Buy American Act of 1933 (41 U.S.C. §§ 8301-8305), or related or similar laws, rules, or policies concerning Federal financial assistance awards or Federal procurement that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States (collectively, “Made in America Laws”), Contractor certifies and warrants that the Products it provides to Lumen for such project will comply in all respects with all such applicable Made in America Laws, subject to any waivers specified by relevant government agency(ies). If Lumen and/or its contractor are required to submit or sign any certifications or similar statements related to the supplies subject to the Made in America Laws, and/or to flow down certain contract provisions in relation to same to Contractor, Contractor shall promptly cooperate as necessary to validate such certifications and accept such contract provisions.

**K. Artificial Intelligence**

The following definitions apply to this Section K:

“AI System” means any software, application, tool, or service that uses AI.

“Artificial Intelligence” or “AI” means machine based technology that is designed to analyze data and generate outputs such as predictions, recommendations, classifications, or content based on human defined objectives.

“Lumen Data” means any data, information or material (i) provided to Supplier by or on behalf of Lumen or otherwise input into the Software or portal by or on behalf of Lumen (“Lumen Provided Data”), or (ii) generated by the Software based on Lumen Provided Data. Lumen Data is considered Lumen Confidential Information.

i. Compliance

Any AI System incorporated into the Services must be approved by Lumen's AI Governance team prior to implementation. Contractor shall implement and maintain appropriate technical and organizational measures to ensure that Contractor's AI System complies with all applicable laws. Contractor will test its AI System for model integrity and stability prior to integration into the applicable Services and will make change logs available to Lumen upon request. Contractor will identify underlying AI models used in its AI System and if Lumen determines that continued use of an underlying AI model is legally restricted or prohibited, Contractor shall promptly replace such model with an alternative approved by Lumen's AI Governance team, without additional fees. If Lumen reasonably believes that Contractor's AI System (i) does not comply with NIST Artificial Intelligence Risk Management Framework, or (ii) could negatively impact Lumen's ISO42001 certification, Lumen may immediately cease use of the non-compliant AI System and will inform Contractor of such concerns, and if Contractor is unable to cure within 30 days, Lumen may terminate any Order for the non-compliant AI System without penalty.

ii. Lumen Data

In addition to the obligations related to the protection of Lumen Confidential and Personal Information in the Agreement, Contractor represents and warrants that it will not use any Lumen Data to train, develop, improve, refine, or fine-tune any AI System, either directly or indirectly, except as required to provide Services solely to Lumen. This prohibition includes, but is not limited to, the collection, analysis, or processing of Lumen Data for AI training and applies regardless of whether such uses are commercial, non-commercial, internal, external, for product improvement purposes, or any other purpose. Contractor will implement and maintain security controls to ensure that its AI System is deployed in a closed AI environment that is designed to: (i) prevent unauthorized access, transmission, or disclosure of Lumen Data, and (ii) ensure that Lumen Data is not stored, cached, logged, or otherwise retained outside of such closed environment except as strictly necessary to perform obligations under the Agreement.