

## **ADDITIONAL TERMS FOR ORDERS UNDER LEVEL 3 AGREEMENTS**

These terms apply to construction and maintenance Services performed by a supplier/contractor for Lumen where the Lumen party to the master services agreement (Agreement) with the supplier/contractor is Level 3 Communications, LLC. These terms control over conflicting terms in the Agreement. Services provided under the applicable order or statement of work (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**

The 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, Environmental, Health and Safety Requirements, Environmental Services Terms and Conditions, and the Drug Testing and Background Check Requirements which policies are incorporated into this Order 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 country in which the work is completed. 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. 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 compliance certificates within 10 days of a request.

ii. Contractor Employee/Personnel Requirements

At least 5 days prior to Contractor Personnel commencing any Services (excluding hosted Services) under a Statement of Work, 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 8 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 Section 8 below.

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 its 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’s 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 be Contractor Employees or Contractor subcontractors. Contractor Personnel are being furnished for discrete projects of limited duration or, if and as applicable, to supplement Lumen’s regular work force on a temporary basis.

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. If Lumen approves Contractor's use of subcontractors, Contractor will contractually require the subcontractor to use only 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 the Agreement and the Order, including requiring its subcontractors who perform Services under this Order to comply with the sections titled "Reports; Records" and "Affordable Care Act." Contractor must notify Lumen of subcontractor's use of personnel providing Services under the Order as outlined in the Contractor Employee/Personnel Requirements section above.

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. 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.

xii. 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 16.3 upon request by Lumen up to once per annum and to notify Lumen of any breaches of this section. Contractor agrees that any violation of the Supplier Code by Contractor or Contractor Personnel, as determined within the discretion of Lumen, will justify 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 make, directly or indirectly, 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 conjunction with its performance of 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 further 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 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"), 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. 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 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) as soon as it receives 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 Diversity / Subcontracting Plan**

- i. 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 Contractor utilization annually, no later than 45 days after Contractor's fiscal year end or by February 15th of every year.

Contractor shall provide such report in Lumen's Supplier Diversity portal at <https://Lumen.quantumsds.com/accounts/login/?next=/>. 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.

- ii. If Contractor expects to receive \$700,000 (\$1.5 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 Diversity Subcontracting Schedule located on the Supplier Portal and Supplier's Diversity Subcontracting Plan will be added as an attachment to this Agreement. Willful or intentional failure to comply with the Lumen Diversity 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 Global Corporate Supplier Diversity, Project/Program Manager at [Supplier.Diversity@Lumen.com](mailto:Supplier.Diversity@Lumen.com)

- iii. Lumen may contact the Contractor regarding Contractor's compliance with this Section:

Contractor Diversity Contact Name: \_\_\_\_\_

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

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

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

- iv. 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 Global Corporate Supplier Diversity Program Manager of Contractor's certification status, as well as any updates to Contractor's certification status on a timely basis to Lumen's Global Corporate Supplier Diversity Program Manager.

\*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 \$700,000 (\$1.5M 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.