

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. Supplier is solely responsible for the safety and health of Supplier 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, Supplier 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 five (5) days prior to Contractor Personnel commencing any Services, Contractor will provide to Lumen at 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). During the term of the 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 Agreement.

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. If

Contractor receives notice from a government agency that such medical coverage is noncompliant or that a penalty will be assessed, Contractor must provide written notice to Lumen within 30 days of receiving such notice. The parties acknowledge that the fee paid to Contractor for Services under this Order 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

- (a) Contractor will maintain complete reviewable records of all financial and non-financial transactions relating to the Agreement (including for example all information reasonably required by Lumen for purposes of IRS/DOL reporting or audit requirements, such as the total number of hours spent annually by each of its Employees and agents performing Services in connection with this Agreement or any other agreement with Lumen or its Affiliates) for a period of at least seven years after the termination or expiration of the Agreement. Contractor will provide access to Lumen, its internal and external auditors, inspectors and regulators, at reasonable times, to sites where either Contractor or any of its subcontractors are providing Services or assembling, packaging or shipping Purchases, to personnel, and to data and records relating to the Services or Purchases for any reasonable business purpose, including reviews, examinations and inspections relating to (i) information reasonably required in connection with an audit by the IRS or DOL or as part of a submission to either agency, (ii) the accuracy of charges and invoices, (iii) Contractor's compliance with applicable laws or regulations, (iv) Contractor's compliance with the terms of the Agreement, including completion of its work, (v) Contractor's compliance with safety and security procedures with respect to its facilities, if any, and Lumen's Confidential Information, and (vi) the conduct of Contractor's operations and procedures. Contractor will cooperate with any reasonable request from Lumen to preserve information and documents, whether in paper or electronic form, that Lumen reasonably anticipates may be relevant or otherwise subject to discovery.
- (b) Lumen will provide Contractor with at least 10 days' notice of an inspection or other review of Contractor's records. Contractor will make the information reasonably required to conduct the inspection or review available on a timely basis and assist Lumen and its internal or external auditors, as reasonably necessary. Contractor will not be responsible for Lumen's expenses incurred for an inspection or review unless the inspection or review discloses an over-billing in excess of 5% during the period covered by the inspection or review, in which case, Contractor will pay the reasonably incurred and documented costs of the inspection or review. Contractor will immediately, but in no event more than 10 days after discovery of an over-billing, reimburse Lumen for any over-billing disclosed by the inspection or review, along with simple interest at the

rate of 1% per month for the period of time between the dates that Lumen paid over-billed amounts and the date that Lumen is reimbursed.

- (c) 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

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, Supplier and Supplier Personnel agree to review and comply with the terms of the Lumen Supplier Code of Conduct ("Supplier Code") found on the Supplier Portal. Supplier Personnel performing any work in support of the Order are required to review the Supplier Code before commencing such work.

In executing the Order, Supplier certifies that it will comply with the terms and conditions of the Supplier Ethics and Compliance; Anti-Corruption; Certification attached hereto as Exhibit A. Supplier agrees to provide supplemental disclosures promptly upon Lumen's request or in the event that the information provided in the certifications becomes inaccurate. Supplier agrees that any violation of the Supplier Code by Supplier or Supplier Personnel, as determined within the discretion of Lumen, will justify termination of the Agreement by Lumen.

Supplier and Supplier Personnel's obligations under the Agreement include compliance with all applicable anti-bribery and anti-corruption laws including, but not limited to, the Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act (collectively, "Anti-Corruption Laws"). In performance of the Agreement, Supplier 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, for the purpose of influencing any act or decision of such government official, person or entity, or in order to obtain or retain business for, direct business to or secure an improper advantage for Lumen or Supplier. Supplier and Supplier Personnel are prohibited from offering or providing, on behalf of Lumen or in conjunction with its performance of the 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 the Agreement, anyone, including a government official or an agent thereof, requests or solicits Supplier or Supplier 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, Supplier must refuse the request and immediately report the incident to Lumen. Supplier 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.

D. Federal Acquisition Regulations Flow Down Provisions

This provision supersedes 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"), Supplier 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"), which include the commercial flow down provisions found in 48 C.F.R. 52.244-6, as may be modified by the Government from time to time. Supplier will comply with the applicable flow down provisions, including but not limited to the commercial item flow downs set forth in the FAR Commercial Items Flow Down Requirements document located on the Supplier Portal and incorporated into the 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

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

- (a) Supplier 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 Purchases purchased within the United States and its territories. If requested, Supplier shall report any quarterly activity on Certified Diverse Supplier utilization annually, no later than 45 days after Supplier’s fiscal year end or by February 15th of every year. Supplier shall provide such report in Lumen’s Supplier Diversity Portal at <https://Lumen.quantumsds.com/accounts/login/?next=/>. In the event Supplier is a subcontractor to Lumen to a prime contract with a different utilization level than set forth in this section, Supplier shall adhere to the specific utilization level of that contract.
- (b) If Supplier expects to receive \$700,000* or more from Lumen under the Agreement, Supplier 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 Supplier Diversity Subcontracting Schedule is considered a material breach of the Agreement.

For information regarding Supplier’s compliance with this Section, Supplier may send questions to the following email address:

Supplier.Diversity@Lumen.com

- (c) Lumen may contact the Supplier regarding Supplier’s compliance with this Section:

Supplier Diversity Contact Name: _____

Title: _____

Phone No.: _____

Email address: _____

- (d) If Supplier is a Certified Diverse Supplier, then within 45 days of the Effective Date of this Agreement, Supplier must provide evidence to Lumen’s Global Corporate Supplier Diversity Program Manager of Supplier’s certification status, as well as any updates to Supplier’s certification status on a timely basis to Lumen’s Global Corporate Supplier Diversity Program Manager.

*If Supplier 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 per contract.

EXHIBIT A

Supplier Ethics and Compliance; Anti-Corruption; Certification

The authorized representative of Supplier executing the Order hereby certifies that:

1. Supplier has read, understood, and agrees to abide by Lumen's Supplier Code of Conduct including, without limitation, the provisions relating to exchange of gifts, meals, and entertainment.
2. Supplier is committed to doing business without bribery. Supplier will not offer, pay, promise, or authorize to pay money, gifts, or anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any party, in order to improperly secure or retain business to secure an improper advantage in conducting of business for Lumen.
3. Supplier, including but not limited to, every officer, director, shareholder (10% or more owner), employee, representative, or agent of Supplier, has never been charged, prosecuted, or convicted of violating the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any other bribery law.
4. Excluding legitimate payments made or authorized in accordance with legitimate written contracts in the course of performing business, Supplier will not solicit or accept money, gifts, or anything of value, directly or indirectly, whether in cash, in kind, or any other benefit, in connection with the performing services for or on behalf of Lumen, nor shall it permit its employees or representatives to do so.
5. Supplier is not aware of any family or business relationship that any Supplier employee, officer, director, or owner has with any Lumen employee, officer, or director, nor is Supplier aware of any economic interest that any Lumen employee, officer, or director has in Supplier, that may pose a conflict of interest or present the appearance of a conflict of interest. If such a relationship exists, Supplier agrees to promptly disclose that relationship or interest to Lumen Ethics and Compliance.
6. Supplier has not been debarred from bidding on government contracts in any country in which they do business.
7. Supplier acknowledges that the Agreement is subject to export control and economic sanctions laws of the United States and other countries, where applicable, including the Export Administration Regulations, 15 C.F.R. Parts 730-744 and regulations implemented by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Supplier will comply with all export control and economic sanctions laws applicable to its performance under the Agreement.
8. Supplier does not engage in sourcing or any other activities with or in any country subject to comprehensive economic sanctions by the United States, including, without limitation, Cuba, Iran, North Korea, Syria or the Crimea, Donetsk or Luhank regions of Ukraine.
9. Supplier maintains its books and records in accordance with internationally accepted accounting standards.
10. Supplier is not owned, wholly or partially, or controlled, directly or indirectly by any government, government official candidate for political office, or political party.
11. Should Supplier learn of any of the prohibited activities described above, Lumen will be notified immediately at: 800.333.8938 or IntegrityLine@Lumen.com.