

LUMEN® ADVANCED MANAGED SERVICES SCHEDULE

1. General. This Schedule (“Service Schedule”) is applicable only where Customer orders Advanced Managed Services (“Services” or “AMS”) provided by Lumen and associated with existing or concurrently purchased Compatible Services (as defined below). Customer may be referred to as “Client” in the Service Description or other related documents. Lumen is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities (“Lumen”). Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. This Schedule is governed by and incorporates the terms of the Master Service Agreement or other Lumen approved service agreement (the “Agreement”). These terms are effective as of the date Customer signs the applicable Service Order.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen 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 of the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services. Advanced Managed Services provides standard activities to Customers through defined roles that a Customer may subscribe to in conjunction with its Compatible Services. Customer is responsible for any necessary hardware, hardware maintenance or software needed for Lumen to provide the Service. Lumen’s provision of AMS constitutes Customer’s acceptance of Services. No acceptance period applies.

2.1 AMS Resources, Roles, and Service Activities. Each Lumen Resource will perform a role, which consists of commonly available activities or tasks more specifically identified in the Service Description and commensurate with the Resource’s skill set. Each role requires minimum committed hours and/or a minimum term commitment. The list of activities for each role is not exhaustive. Customers may request additional related activities that Lumen, in its sole but reasonable discretion, may determine are inconsistent with the applicable Role or Resource skill set or out of scope. Customer understands that Lumen Resources who fulfill roles are not Customer’s consultants, nor are they intended to substitute for Customer’s own business decisions or assessments. The implementation of recommendations and/or findings are ultimately the responsibility of Customer to undertake. Certain activities provided by a Resource and requested by Customer as a result of a recommendation to Customer may require additional terms and conditions, be subject to additional fees, and/or require the purchase of additional underlying services.

2.2 Resource Deployment. Lumen Resources are generally provided remotely and in accordance with the following availability options: (i) within a Region; (ii) via Lumen’s follow the sun Global Operation Center support (e.g., roles performing Adaptive Desk and MIMS related activities); (iii) Out-of Region; or (iv) on-site. Certain on-site activities performed by on-site Lumen Resource may be available by request, in specific countries by Region. Not all roles or Services are available in all Regions or for all availability options. Lumen has the right to accept and/or reject requests for Service in certain countries within a Region(s) on a case-by-case basis. The agreed Resource deployment type will be identified on the Order.

2.3 Out of Scope Activities. Lumen may reasonably determine that requested activities outside of activities noted in the Service Description or related activities are out of scope. Examples include: (i) service activities that can’t be provided by one of the AMS roles; (ii) service activities from AMS roles in non-standard locations; and (iii) service activities requiring Resources with special credentials such as government clearances, certifications, etc.

2.4 Different activities consume different quantities of hours. Consumption of hours by these activities is also highly impacted by Customer’s business context as well as the complexity and scale of the applicable Customer environment.

2.5 Customer agrees and expressly authorizes Lumen to commence work and billing for all activities for which Customer has indicated, in writing (including email or chat), or verbally, with a response that Lumen can reasonably interpret as authorization to proceed (i.e. agreed, confirmed, approved, etc.) and any hours worked beyond the standard or contracted hours that are requested by Customer, including requests to continue work or projects that are submitted to Lumen via email. Notwithstanding the foregoing, Lumen reserves the right to require the execution of a Service Order before commencing any work exceeding such standard or contracted hours.

Customer agrees that any registrants, users, or others submitting or approving requests for role activities, have full legal capacity to do so and are duly authorized to legally bind Customer to all payments for hours accrued.

2.6. Changing Roles; Changing Resources.

2.6.1 Lumen may from time to time add new roles and/or new add-on services for the Service. When additions are made, Customer may be required to change its Service Order.

2.6.2 Lumen may from time to time remove existing roles and/or add-on services. When removing an existing role or add-on service, Lumen will provide notice 60 days prior to the end of the current Service Term and changes will take effect at the conclusion of the Service

Term. In the case of a replacement role, a new Service Order may need to be executed by Customer. Lumen may re-label and offer new roles and/or add-on services at any time, including during an initial Service Term, upon notice. Requests for new roles or add-on services will require a new Service Order.

2.6.3 The Resources provided by Lumen may change over time. Lumen reserves the right to change Designated Named Resources (including any who is on-premise) at any time to fulfill Service activities.

2.6.4 If Customer is not satisfied with how activities are being provided by a Designated Named Resource for a role over a period of time of at least three (3) consecutive months, Customer may request through their sales representative that the Resource be replaced with another resource for the same role at any time during a Service Term. Lumen will assess the feasibility of such requests and make such a change, when possible, at Lumen's sole discretion and in accordance with applicable law. If prior to the conclusion of the Service Term a Lumen Designated Named Resource is or becomes unavailable, Lumen will have 15 business days from the date of unavailability to provide a suitable replacement.

2.6.5 Where Customer becomes reasonably dissatisfied with the performance of a Resource and provides written notice, Lumen will utilize commercially reasonable efforts to promptly address the personnel issue, which may include replacement of the applicable resource. Written notice must describe with specificity the deficiency to the reasonable satisfaction of Lumen. Lumen will comply with applicable law and will not remove or replace a Lumen Resource for illegal or discriminatory reasons.

2.7 Service Level Objectives ("SLO" or "Service Objectives"). No Service Objectives or Service Level Agreements (SLAs) apply to the Service. Lumen will target commencement of activities within 22 business days following the execution of a Service Order or receipt of Customer's authorization to proceed with additional activities, so long as the scope of the Service Order or request remains within standard parameters identified in the Service Description.

3. Customer Responsibilities.

3.1 Service Commencement Date. The Service Commencement Date for a Service Order will be the date the last role is available; however, Customer agrees to pay for any and all hours consumed by other Resources as they become available and prior to the Service Commencement Date. The Service Commencement Date triggers the date on which the minimum commitments of hours start accruing even if they are not consumed. Lumen will not charge monthly minimums until the Service Commencement Date.

3.2 Charges; Invoicing.

3.2.1 Customer will receive their first invoice on the first of the month following the Service Commencement Date. The first invoice will include a pre-pay for that month's committed hours, the prorated committed hours from the Service Commence Date through the end of the immediately preceding month, any actual consumption of hours occurring prior to the Service Commencement Date, and any hours worked (i.e. overages) that exceed committed hours. Subsequent invoices will include monthly minimums and hours worked over the committed hours (i.e., overages) for the previous billing period. Fees for any additional hours consumed beyond committed hours will be included on the invoice two months following the month in which the hours accrued even if the request for work has not been fully completed yet or has been cancelled by Customer before full completion. All fees will be invoiced in the currency specified on the Service Order.

3.2.2 Notwithstanding anything to the contrary in any Service Order, Customers may purchase a block of hours of a Flexible Resource Role and consume those hours over an entire 12 month Service Term, provided that no more than 20% of the block of hours can be utilized in a single month. Unused hours expired at the end of the Service Term.

3.2.3 Notwithstanding anything to the contrary in the Agreement or Service Order with a Service Term or committed hours, and in addition to Lumen's ability to increase rates during an automatic renewal term per Section 3.4.1 below, the hourly rates are indexed through the United States Consumer Price Index (CPI) or similar index for Services provided outside of the United States to enable cost of living adjustments (COLA) to the rates on an annual basis as determined by Lumen.

3.2.4 Invoice Criteria. Invoice criteria include the following:

- a) Fees for committed monthly hours for a role are billed upfront for the month. For example, a 40-hour monthly commitment will be billed up front in March for the committed hours to be consumed in March.
- b) Billing for consumed hours outside of committed hours are billed two months in advance. For example, hours consumed for a role during March that exceed any monthly commitment of hours for that role will be billed on the May invoice.
- c) Any overage will be charged as a one-time charge. Customer's AMS service assurance lead will document the number of hours consumed by role in excess of any committed hours per month for the role.
- d) Billing for optional add-on services with one-time fees will occur on the month following the completion of the activity. For example, an add-on service that completes in March will appear on the April invoice.
- e) Billing for optional add-on services with monthly recurring fees will be billed up front for the month.

3.3 Service Orders; Changes to Service Orders.

3.3.1 A Service Order for each Region is required for minimum committed monthly hours for roles. Subject to availability, optional add-on services are also available that provide packaged roles or activities for fixed one-time or fixed monthly recurring fees. Permitted changes and/or modifications to a Service Order are described in Section 3.3.4 below. Any changes to a Service Order already accepted that does not otherwise expressly permit changes are subject to early termination charges.

3.3.2 An initial Service Order is required before the Service can be provided to Customer. Customer will be required to choose, at the time the Service Order is quoted, (i) a role available and resourced from a Region with defined hourly rates, minimum committed hours and minimum Service Term; and/or (ii) any additional add-on options.

3.3.3 A Customer may subsequently agree to a role and monthly committed hours in order to procure Resources at volume discounted rates by signing a new Service Order. Customer acknowledges and agrees that requests for certain activities at international locations may require an additional Service Order and additional terms and conditions.

3.3.4 Customers can make the following changes to a Service Order during a Service Term without any early termination fees:

- a) Add new monthly commitments of role hours.
- b) Increasing existing monthly commitments of role hours.
- c) Add optional add-on services.
- d) Change selected deployment of qualifying professional roles from Designated Named Resource to Unnamed Resource.
- e) Change selected deployment of qualifying professional roles from Unnamed Resource to a Dedicated Resource or Designated Named Resource so long as minimum monthly commitment hours are met.

3.4 Term; Termination; Effect of Termination.

3.4.1 Service is available for the initial Service Term specified on the Service Order and will commence on the applicable Service Commencement Date. Customers are eligible for discounted hourly rates by committing to at least 40 hours per role per month. Prior to the conclusion of the initial Service Term, Customer may renew Services for a subsequent Service Term by signing a new Service Order with then-current rates and applicable discounts. Upon service-term expiration, Customer may sign a new service order. Services that are not proactively renewed by Customer prior to the end of a Service Term with a new term commit will automatically renew on a month-to-month basis. Automated renewals are ineligible for discounts. The initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term".

3.4.2 Cancellation/Early Termination; Effect of Termination. This section applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

3.4.3 Either party may terminate Services, in whole or in part, for convenience by providing written notice to the other party of intent to terminate at least 60 days in advance for month-to-month services or otherwise at least 60 days prior to the expiration of the then-current Service Term. Services terminated by Customer during a Service Term, including any reduction in term or minimum commit, will incur early termination charges as described in this Service Schedule. In response to variable labor costs, Lumen reserves the right to increase applicable rates and charges annually for non-committed Services, including Services on automatic month-to-month renewal terms.

3.4.4 Early termination fees in this Service Schedule will apply if Customer makes any of the following changes to a Service Order during a Service Term:

- a) When removing or reducing any existing monthly commitments of hours for professional roles, an early termination fee of 100% of the reduced hours at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by Lumen arising from or related to the terminated resource(s).
- b) When removing any recurring optional add-on services, an early termination fee of 100% of the add-on monthly fee for the number of months remaining in the current Service Term will apply.
- c) When changing selected deployment of qualifying professional roles from a Dedicated Resource, a Designated Named Resource or an Unnamed Resource to a Designated Named Resource on-premise, an early termination fee of 100% of the committed hours removed at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by Lumen arising from or related to the modified role(s).

d) When changing selected deployment of qualifying professional roles from a Dedicated Resource or a Designated Named Resource on-premise to Designated Named Resource, remote or Unnamed Resource, an early termination fee of 100% of the committed hours removed at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by Lumen arising from or related to the modified role(s).

e) When changing location of a Designated Named Resource, on-premise, more than 20 miles from existing location, an early termination fee of 100% of the committed hours moved at the existing rate in the current Service Order for the number of months remaining in the current service term will apply.

f) If the Customer places an order to increase existing monthly commitments of professional role hours, Lumen will not be obligated to maintain the same individual(s); however, Lumen will use good faith efforts to maintain continuity of personnel where practical.

3.4.5 If Services subject to a minimum monthly spend commitment and/or a minimum term greater than one month are terminated by Customer for any reason or by Lumen for default and unless otherwise specified in the Service Description, Customer will be responsible for early termination charges equal to the monthly spend commitment and/or applicable monthly recurring charges multiplied by the remaining months in the applicable Service Term. For avoidance of doubt, Customer is responsible for all applicable charges associated with minimum term of the Service Order terminated.

3.4.6 Effect of Termination.

a) Upon termination of a Service Order, any existing Designated Named Resources for roles providing service activities to Customer will be reassigned to activities for other customers and will not necessarily be available to fulfill service activities for Customer should a request to re-subscribe to Service be submitted in the future.

b) Upon removal of a committed role via a change to either a Service Order or termination of a Customer's Service Order, any existing Dedicated Resources or Designated Named Resources may be reassigned to activities for other Customers and won't necessarily be available to fulfill Service activities for Customer should they re-commit to a role or re-subscribe to Service in the future.

3.5 All authorizations and applicable Customer responsibilities are a condition precedent to Lumen's ability to perform Services. Lumen will not be liable for any failure to perform, in the event Customer fails to fulfill Customer's obligations.

3.6 Customer is responsible for providing Lumen Resources with communication access necessary to fulfill activities and all relevant Customer-controlled information, resources and locations required to complete the Services. Customer must provide clear instructions and requirements around desired service activities. Timely responses to inquiries and requested decisions from Customer are necessary for Service activities to be fulfilled. Customer's timely participation in phone call(s) to discuss conditions or questions regarding any activities.

3.7 Customer will provide and maintain accurate contact information, including email addresses for any Customer employee for whom Customer designates the authority to submit requests for role activities and current point of contact to coordinate service activities. Thereafter, Customer has the option to submit requests to modify Resource type or hours of activities of committed roles and Customer agrees to pay Lumen for all additional hourly charges incurred. It is Customer's responsibility to ensure that it has obtained all requisite consents to provide information in accordance with applicable law.

3.8 Customer sites.

3.8.1 If on-premise activities are mutually agreed, Customer is responsible for ensuring that all sites are and remain in good operating order consistent with industry standards and remain free from any hazardous conditions for any on-premise activities. It will be Customer's responsibility to correct any unsafe conditions and to ensure that sites comply with all applicable safety standards and regulations. Resources reserve the right to vacate any site it deems unsafe. Customer is responsible for setting up detailed site access procedures.

3.8.2 Customer will provide Lumen with safe access to Customer's site as reasonably required for the assigned Resource to perform the Services. The Lumen Resource will observe reasonable and written site rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Lumen prior to commencement of the Services. Customer will provide all materials, equipment and resources necessary or desirable for use by Lumen's Resource to perform the Services, including suitable workspace for Lumen resources working at the Customer's site with closed door rooms, adequate environmental controls, lighting, telephones and network access via the internet. Customer will bear the risk of loss of any materials, equipment and resources used during or in connection with the performance of the Services. Customer will obtain at its own cost without additional compensation whatsoever any permit, certificate, license and any legal or regulatory consents necessary or desirable to enable Lumen Resource to provide the Services described in this Service Schedule. The Lumen Resource reserves the right to immediately stop work activities if in his/her reasonable belief Customer is not in compliance with applicable laws, including safety regulations or requirements.

3.9 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 or any Lumen equipment.

3.10 Customer is responsible for seeking Lumen's prior written approval prior to making a request for a Resource to provide activities for non-Lumen managed environments. Lumen will review each request on a case-by-case basis and reserves the right to accept or reject the request in its sole discretion.

3.11 Transfer of Undertakings. Customer will not utilize the Services or Lumen Resources as a replacement for any Customer personnel located in the United Kingdom. To the extent Services include the provision of Dedicated Named Resources on a committed basis, such that the provision of or subsequent expiry, cancellation or termination of the Services constitutes a transfer of undertakings within the meaning of the United Kingdom Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE") or similar law or regulation in other jurisdictions, Customer agrees that the terms of Lumen's standard TUPE Addendum will apply.

4. Additional Terms, Service Limitations and Disclaimers.

4.1 On-Site; Travel and Expenses; Exclusions; Region Limitation.

4.1.1 On-Premise Services. Additional requirements and restrictions for requests that a Designated Named Resource be on-premise are in the Service Description. Lumen reserves the right to reasonably decline a request for on premise work. On premise Resources are not available in all Regions. For on premises Services requested by the Customer and agreed by Lumen to be performed on-site and in order to enable Lumen to carry out its obligations, Customer will provide the Lumen Resource access during the standard hours noted above to any Customer site or other premises outside Lumen's control. In the event of any conflict between the site regulations and these conditions, these conditions will prevail.

4.1.2 Travel and Expenses. All reasonable, documented, and actual out-of-pockets expenses, including travel and living expenses (e.g., meals, lodging, and airfare) associated with Customer requested on premise visits will be billed to Customer at actual cost in the month after the expenses were incurred. If Customer cancels any on premise travel event after booking, Customer will be assessed any non-refundable and travel related fees and penalties.

a) Lumen will not be responsible for failures or delays in performing Services due to Customer's failure or delay to provide physical and/or logical access to the site and/or any materials or due to Customer-imposed or government-imposed security requirements.

b) Customer must reimburse Lumen for travel and accommodation expenses relating to a Customer requested travel event. Travel time during Business Hours is counted as consumed hours with a travel event or local event.

c) Requirements; Limitations. As used in this Service Schedule a "travel event" refers to any travel by a professional role to a Customer premises where distance between the professional role's physical location and the Customer's premises is 30 miles or greater.

d) Customer must make any travel requests to its premise, regardless of whether it qualifies as a travel event or travel allowance, at least three full calendar weeks in advance of the requested departure date.

e) Only committed roles for AMS PM, TAM, CTA, and SAMs (such roles are defined in the Service Description) are available for travel requests.

f) All overnight travel requests are subject to Lumen's approval and are limited to two (2) business days per trip. Lumen reserves the right to limit the number of trips approved.

g) All travel and accommodations costs associated with a travel event are subject to Lumen reimbursement per the terms in this Service Schedule.

h) Travel of less than 30 miles between the Resource's physical location and the Customer's premises is considered a "local event", and Customer will not be billed travel related expenses.

i) Travel Allowances: Certain remote roles and minimum hour commitments include an annual in-Region travel allowance. A list of roles and hours required is included in the Service Description. Unless expressly listed in the Service Description, no other professional roles, including on premise resources qualify for a travel allowance.

j) Lumen's Resource will comply with local rules and regulations.

4.2 Proprietary Rights. Nothing in this Service Schedule or in any request for role activities or Service Order will transfer to Customer any Lumen Technology, and all right, title and interest in and to Lumen Technology will remain solely with Lumen and its affiliates. Lumen will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired while providing the Services. As used in this Service Schedule, "Lumen Technology" means the proprietary technology of Lumen and its affiliates or third parties, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), designs, know-how, skills, trade secrets and any intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed during the term of a Service Order, including any requests for role activities. If Lumen or its employees, agents, or subcontractors develop or create any intellectual property as part of the Service or any tasks under

a request or Service Order, that intellectual property will be deemed Lumen Technology and will remain the exclusive property of Lumen and will not be considered a work made for hire.

4.3 Customer Information Processing. Customer hereby grants to Lumen (and, where necessary, will procure the grant from relevant end users) all rights and permissions to use, access and/or process Customer's intellectual property, information, databases, data or materials as necessary to provide the Services. Such rights include processing: (i) to prevent or address service or technical problems; (ii) to provide Customer with additional or extended support; (iii) to prevent or address fraud, or security issues; or (iv) to comply with Customer's reasonable and lawful instructions communicated to Lumen.

4.4 Customer License to Document. Upon receipt of full payment, Lumen grants to Customer an irrevocable, perpetual, non-exclusive, world-wide, right and limited license under Lumen's copyright rights to internally use, reproduce, distribute copies of and prepare derivative works of the Documents; provided however, Customer will treat the Documents as "confidential" pursuant to the terms of the Agreement and any applicable confidentiality agreement(s) by and between Customer and Lumen unless otherwise agreed to by Lumen. For purposes of this Section, "Documents" will mean any reports, designs or other documentation prepared by Lumen exclusively for Customer pursuant to activities performed under this Service Schedule.

4.5 Warranty; Disclaimer of Warranties; Damages Cap; Indemnity.

4.5.1 Lumen will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer further acknowledges that the Services are work hours performed and incurred by Lumen in response to a request by Customer. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUMEN MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES INSOFAR AS PERMITTED UNDER APPLICABLE LAW AND ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR THAT PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. 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.

4.5.2 In addition, and notwithstanding any other provision or understanding to the contrary in any Service Attachment, Lumen makes no representation, warranty, or guarantee that any of the activities or tasks performed comply with or satisfy any applicable governmental or industry data security, compliance or technical standard. If such activities or tasks include security and/or compliance framework services (advisory or otherwise) provided by Lumen, Customer acknowledges that Lumen may not identify or accurately identify all possible incidents, vulnerabilities, or potential security and/or compliance gaps and Lumen expressly disclaims any responsibility for any unidentified or misidentified incidents, vulnerabilities or gaps. If Lumen provides a recommendation, assessment, certification, report, or similar material to Customer hereunder, such material is developed in good faith as to its accuracy at the time of inspection or review by Lumen and Lumen does not and cannot guarantee that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's objectives. All Services are provided AS IS. Customer further acknowledges that it and not Lumen is responsible for its overall IT environment and is solely responsible for any buying decision or changes to systems/services. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services. Any recommendations and/or findings are ultimately the responsibility of Customer to purchase. Certain activities that may be recommended to Customer may require additional terms and conditions and may be subject to additional fees and/or may require the purchase of additional underlying services.

4.5.3 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, for Services with a minimum committed monthly spend and term commit, the total aggregate liability of each party arising from or related to the claim will not exceed in the aggregate the total MRCs, rates and usage charges paid or payable to Lumen for the affected Services in the six (6) months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). Notwithstanding the foregoing, for all other Services not subject to a minimum monthly spend and term commit, the total aggregate liability of Lumen arising from or related to a claim will not exceed the total charges paid or payable under the applicable Service Order or requests for role activities.

4.5.4 Customer will defend Lumen and its affiliates from any claims, including employment related payment obligations (e.g. taxes, interest, and penalties arising therefrom) or other employment related liability assessed against Lumen (including its officers, employees, agents and contractors) with respect to assigned Resources to the extent that payment obligations or liabilities are assessed against Lumen as a result of acts or omissions of Customer. 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.

4.6 Independent Contractor. Lumen provides the Services as an independent contractor. The Services will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates. For avoidance of doubt, any Resource provided to Customer by Lumen is a Lumen employee and no performance of Services hereunder is intended to modify or change the status of such Resources to that of any employee of Customer. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Lumen.

4.7 Freedom of Action. Nothing in this Service Schedule precludes Lumen from performing any services similar to the Services for itself or for any third party, provided that Lumen complies with its obligations of confidentiality under this Agreement.

4.8 Non-solicitation. Customer or its third party will not knowingly solicit or recruit for employment or hire any Lumen Resource for one year following the termination of a Service Order or requests for role activities for which the Lumen Resource performed work for Customer, except that Customer may recruit or hire a Lumen Resource identified by Customer solely as a result of the Lumen Resource's response to a non-specific, general advertisement by Customer. This provision does not apply to any Lumen Resource working in Minnesota.

4.9 Compliance.

4.9.1 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.

4.9.2 Customer will not require or allow access to confidential health related information of Customer's customers, which may include group health plans, that constitute Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI occurs, such exposure is incidental to the Services and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

4.9.3 Subject to Section 4.9.2. above, 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, 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 or 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 this Service Schedule. Lumen may also transfer such information between its operating jurisdictions, including to the United States, solely for the purposes described in this Section.

4.10 Miscellaneous. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule, Service Order or any requests for role activities.

5. Definitions.

"Business Hours" means Monday - Friday 8:00 a.m. – 6:00 p.m. in the local time zone of the Resource(s) performing the Services, Monday through Friday, excluding local statutory holidays and any additional holidays that Lumen grants to its employees, a list of which can be provided to Customer prior to the commencement of the Services upon request.

"Compatible Services" means the Lumen standard services generally available to enterprise customers; provided that Lumen is providing a minimum of at least one Lumen managed solution. The current Compatible Service list is included in the Service Description. Customer will be responsible for any early termination charges associated with termination or reduction of activities due to or related to the termination of the associated Lumen managed solution or services for which Lumen is providing activities.

"Customer Data" means any data, content or information of Customer or its end users that is accessed, stored, transmitted, hosted or otherwise processed using the Lumen Services. Lumen's obligations with respect to Customer Data are exclusively governed by the Section 4.9 Compliance section.

"Dedicated Resource" means a resource 100% dedicated to Customer. Certain Dedicated Resources are available for on-premise activities. Availability varies by Region and countries within a Region.

"Designated Named Resource" means that Customer may receive, or request, (subject to certain minimum commitments, availability and a minimum term), a professional resource, (i.e. a Lumen resource assigned and designated and not assigned on a next available basis) to provide the requested activities up to the monthly committed hours for that role. A Designated Named Resource will be used to fulfill recurring activities. Designated Named Resources would also be used as much as feasible to fulfill role activities requested; however, scope and scheduling of requests for work may necessitate requiring other available Resources to fulfill those activities. A Designated Named Resource may have multiple requests for work active at a given time and therefore need to split their time between them based on Customer desired timelines. Certain Designated Named Resources are available for on-premise activities.

"Flexible Resource" means an option that allows for a single minimum monthly commitment of hours that can be used across various professional roles as further described in the Service Description. The Flexible Resource role is only available as an Unnamed Resource.

"Out of Region" refers to any Resources located outside of the subscribed Region.

"Region" means individually or collectively as the context allows, large geographic areas such as North America (NA), EMEA, and Asia. Not all roles are available in all Regions or in all countries within a Region.

"Resource" will either individually or collectively as the context allows mean the Lumen employee or contractor assigned by Lumen to perform the Services. A Resource may be one of the following on a Service Order or request for work basis, as applicable: Dedicated Resource, Designated Named Resource, Flexible Resource, or Unnamed Resource.

"Service Commencement Date" means the date the initial Service Term commences and is the date the last role in the relevant Service Order is available to be consumed. 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 Description" or "Advanced Managed Services Service Description" means the detailed list of available roles, activities, and add-on services available to Customer for purchase, including the set of additional fixed one-time or recurring fee services, and other general technical and service-related information. The Service Description may be updated from time to time by Lumen effective upon posting at <https://www.ctl.io/advanced-managed-services/service-description/>.

"Service Order" means a service order request submitted on a form issued by Lumen and signed by Customer that includes the type and details of the specific Services ordered by Customer. Service Order may also be referred to as Order.

"Unnamed Resource" is a shared resource assigned on a next available basis to provide the requested activity for Customer. An Unnamed Resource may not necessarily be unknown to Customer. All Unnamed Resources are remote.

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