

## LUMEN ADVANCED MANAGED SERVICES SERVICE SCHEDULE

**1. General.** This 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 also be referred 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. Customer may request AMS by initially submitting a Service Order and subsequently via Work Request (as defined below). This Schedule is governed by and incorporates the terms of the Master Service Agreement or other Lumen approved service agreement (the “Agreement”) and any document incorporated by reference into this Schedule. Lumen’s provision of AMS constitutes Lumen’s acceptance of a request for such Services.

**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.** Advance Managed Services provides a set of available, standard activities to Customers through defined service roles that a Customer may subscribe to in conjunction with its Compatible Services. Available activities focus around IT initiatives, operational governance, architecting IT environments, the security threat landscape, hands-on deployment activities, and customizable service desk. Additional related activities can also be requested by Customer via the process identified below. No hardware or software will be provided in conjunction with activities performed. Any necessary fulfillment of hardware and software related to Service activities must be provided by other appropriate Lumen services, purchased under separate terms and conditions.

**2.1 AMS Service Roles.** Each Lumen Resource will perform a role, which consists of activities or tasks commiserate with the Resource’s skill set and Customer may not request the Resource perform tasks not consistent with the applicable role or Resource. Each role includes general activity objectives and commonly available activities and may require minimum committed hours. Available roles and associated activities are described in detail in the Service Description. The list of activities for each is not exhaustive as Customers can request additional related activities subject to Lumen’s approval per the Work Request process. Customer understands that Lumen’s Resources who fulfill roles are not intended to, will not be referred to as Customer consultants, nor are they intended to substitute for Customer’s own business decisions or assessments. 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. Certain activities that are available through Resources require a monthly commitment of hours and a minimum term commitment for the role. Not all activities may be available in all Regions.

**2.2 Geographic Availability.** This Service is currently available in the Regions identified in the Service Description. Lumen has the right to accept and/or reject requests for services in certain countries within a Region(s) on a case by case basis. Services are generally provided remotely. Certain on-site activities are available or may be available by request in specific countries by Region as detailed in the Service Description. Not all roles or Services are available in all locations.

**2.3 Out of Scope Activities.** Lumen may reasonably determine that requested activities submitted via the Work Request that cannot be delivered by one of the professional roles or cannot be delivered in a standard manner are out-of-scope and may not be feasible for fulfillment through a Work Request as reasonably determined by Lumen. Instead, Lumen will require delivery through a statement of work pursuant to separate terms and conditions. Examples include: (i) Activities that can’t be provided by one of the Advanced Managed Services service roles; (ii) Activities from Advanced Managed Services service roles during non-standard hours; (iii) Activities from Advanced Managed Services service roles in non-standard locations; and (iv) Activities requiring Resources with special credentials such as government clearances, certifications, etc.

### **2.4 Hours; Resources.**

**2.4.1** Activities will be performed by Lumen during Business Hours. If the Customer requests performance of any Service outside of such hours (non-standard hours), Customer will be responsible for any additional costs incurred as a result, which may include a premium hourly rate, as may be required by local rules and regulations. Lumen will determine the personnel assigned to perform the Services during non-standard hours, which may include remote Resources, even if the Work Request is for on premise work. Notwithstanding any Work Request for Dedicated Resources or Dedicated Named Resources with minimum monthly committed hours, any request for work beyond committed hours may be performed by an Unnamed Resource.

**2.4.2** 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 complexity and scale of the applicable Customer environment.

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**2.5 Service Term.** Service is available for the following standard initial Service Term(s) in months: 12, 24, or 36 as identified in the applicable Service Order and will commence on the applicable Service Commencement Date. Customers are eligible for discounted hourly rates by committing to an initial Service Term of 24 or 36 months and/or by committing to a minimum monthly number of hours. Prior to the conclusion of the initial Service Term, Customer may renew Services for a subsequent Service Term of 12, 24 or 36 months by signing a new Service Order with then-current rates and applicable discounts. The initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". Services that are not renewed by Customer prior to the end of a Service Term will continue on a month-to-month basis at Lumen's then-current standard rates and no discount will be applied.

Either party may terminate Services 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 committed Service Term 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.

**2.6 Billing/Invoicing.** This section 2.6 applies in lieu of any other commencement of billing sections, that may be in the Agreement. No Connection Notice applies to AMS Services.

**2.6.1** Customer may begin accruing actual usage hours by each Resource as those Resources become available and before all Resources are collectively available. The Service Commencement Date, for committed Service roles will begin on the date the last role is made fully available for Customer activities; however, Customer agrees to pay for any and all hours consumed or accrued by other Resources prior to the Service Commencement Date. The Service Commencement Date triggers the date on which minimum commitments of hours start accruing even if they are not consumed. Lumen will not charge monthly minimums until the Service Commencement Date. The first invoice following the Service Commencement Date will include pro-rated monthly minimums, any hours accrued prior to the Service Commencement Date, and any overages for the billing period. Subsequent invoices will include monthly minimums and overage hours for the previous billing period. Fees for any additional hours consumed through Work Requests beyond committed hours will be included on the invoice two months following the month in which the hours accrued even if the Work Request has not been fully completed yet or has been cancelled by Customer before full completion.

**2.6.2** Customer will receive its 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 BCD through the end of the immediately preceding month, and any actual consumption of hours occurring prior to BCD. All fees will be invoiced in the currencies specified on the Service Order.

**2.6.3** In certain Regions, Customer may pay, in advance, for a Flexible Resource subscribed to on a 12 month Service Term with minimum committed service hours that can be drawn down over that Service Term on a use it or lose it basis. Customer may utilize no more than 20% of the commitment in any single month during the Service Term. Unused hours expire at the end of the Service Term.

**2.6.4 Invoice Criteria.** Invoice criteria includes the following:

**2.6.4.1** Fees for committed monthly hours for a professional role are billed upfront for the month. For example, a 40-hour monthly commitment to a professional role will be billed on March 1 invoice for the committed hours to be consumed in March.

**2.6.2.2** Billing for consumed hours outside of committed hours are billed two months in arrears. For example, hours consumed for a professional role during March that exceed any monthly commitment of hours for that role will be billed on the May 1 invoice.

**2.6.2.3** Billing for optional add-on services with one-time fees will occur on the month following the completion of the service being delivered. For example, a Network Penetration Test One Time that completes in March will appear on the April 1 invoice.

**2.6.2.4** Billing for optional add-on services with monthly recurring fees will be billed up front for the month.

**2.6.2.5** The Service invoice will denote the number of hours consumed by role in excess of any committed hours per month for the role.

**2.7 Service Orders; Changes to Service Orders.**

**2.7.1** A Service Order for each Region is required for minimum committed monthly hours for certain roles, which allows Customer to optionally commit to minimum monthly hours for any of the other available roles that are consumed and billed on an hourly basis. 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 2.9 below. Any changes to a Service Order or Work Request already accepted that does not otherwise expressly permit changes are subject to early termination charges.

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

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**2.7.3** 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 services at international locations may require an additional Service Order and additional terms and conditions.

**2.7.4** Notwithstanding anything to the contrary in the Agreement or Service Order with a Service Term or committed hours, 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.

**2.7.5** 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 professional role hours
- b) Increasing existing monthly commitments of professional 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

**2.8 Work Requests.**

**2.8.1** Work Requests or changes to existing Service Orders can be initiated for additional one-time activities or recurring monthly activities to be provided by available roles for which the Customer has made a commitment of hours so long as the Designated Named Resource or Dedicated Resource is remote. Requests for an on premise Designated Named Resources where available require a Service Order. Certain cancellations may be subject to early termination charges, as described below. In addition, Customer is responsible for fees for all actual consumed hours for Work Request activities even if they are cancelled before completion.

**2.8.2** Work Requests in certain Regions, for roles and/or previously committed/existing on premises Designated Resources or Designated Named Resources, can be submitted for the Service as described on the Website or Service Description. Work Requests specify the desired activities, type of role and desired timeframes. Customer may cancel any Work Request before completion of the Services, however any accrued fees for activities performed prior to cancellation will be invoiced. Changes to or cancellation of Work Requests must be submitted as a new Work Request. Services scheduled to repeat periodically may be detailed on a single Work Request to avoid multiple submissions for the same request. Lumen has the right to accept and/or reject requests for Services on a case by case basis.

**2.8.3** The Work Request raised by Customer will not amend, modify the Service Schedule or Service Order in any way whatsoever.

**2.9. Changing Roles; Changing Resources.**

**2.9.1** Lumen may from time to time add new professional roles and/or new add-on services for the Service. When additions are made, Customer may be required to change its Service Order to recognize the new roles and add-ons in order to utilize the new activities.

**2.9.2** Lumen may also from time to time remove existing roles and/or add-on services for the Service. Such removals would be applied to Customer's Service Order at the beginning of the next renewal period.

**2.9.3** The Resources provided by Lumen to fulfill activities through the roles may change over time. Lumen reserves the right to change Designated Named Resources (including any who are on-premise) at any time in order to continue fulfilling Service activities.

**2.9.4** If a Customer is not satisfied with how Service 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 equivalent 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. If prior to the conclusion of the Service Term, a Lumen Designated Named Resource resigns or fails to commence the Services, Lumen will have 15 business days from the date of notice (from the resignation, or from the start date for a "no-show") to provide a suitable replacement before Customer may seek an alternative from another source.

**2.9.5** Where Customer becomes reasonably dissatisfied with the performance of a Resource other than a Designated Named Resource and provides written notice, Lumen will utilize commercially reasonable efforts to promptly address the personnel issue, including replacement of the applicable resource. Written notice must describe with specificity the deficiency to the reasonable satisfaction of Lumen. Lumen will not remove or replace a Lumen Resource for illegal or discriminatory reasons.

**2.10 Service Level Objectives ("SLO" or "Service Objectives").** No Service Objectives or Service Level Agreements (SLAs) apply to the Service. Activities provided through this Service could invoke SLA credits on the underlying service.

**2.10.1** Lumen will target assessment of a Work Request for remote Resources to begin within three (3) business days of receipt of the Work Request. Lumen will review each received Work Request for feasibility, availability, local requirements, needed roles, estimated range of hours, and ability to meet desired timeline.

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**2.10.2** In North America, Lumen will target commencement of activities within 22 business days following receipt of requestor's authorization email so long as scope of the Work Request remains within standard parameters identified in the Service Description. Target commencement of authorized activities will take longer than 22 days in certain countries within available Regions.

**3. Customer Responsibilities.** All authorizations and applicable Customer responsibilities are a condition precedent to Lumen's ability to perform Services.

**3.1** Customer is responsible for providing Lumen Resources with communication access to the appropriate staff required for Lumen to fulfill activities. Customer must provide clear instructions and requirements around desired Service activities to be fulfilled by professional roles. 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.

**3.2** Customer acknowledges and agrees that its failure to perform its obligations detailed in the Agreement, this Schedule, or a Work Request, as applicable, may result in Lumen's inability to perform the Services. Lumen will not be liable for any failure to perform, in the event Customer fails to fulfill Customer's obligations.

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

**3.4 Customer sites.** If on-premise activities are 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.

**3.5** Customer agrees and expressly authorizes Lumen to commence work and bill for (1) all activities for which Customer has indicated, in writing (including email), with a response that Lumen can reasonably interpret as authorization to proceed (i.e. agreed, confirmed, approved, etc.) and (2) 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 electronic mail. Notwithstanding the foregoing, Lumen reserves the right to require the execution of a Service Order before commencing any work in excess of such standard or contracted hours.

**3.6** Customer agrees that any registrants, users, or others submitting or approving Work Requests and/or Service Orders on its behalf, including via email exchange, have full legal capacity to do so and are duly authorized to legally bind Customer to all payment for hours accrued. Lumen may reject any Work Requests received by users that have not been approved as an authorized purchaser in the applicable Portal.

**3.7** This Service is not responsible for the hardware, software licenses, and vendor maintenance support for any devices.

**3.8** While performing the Services, if Lumen encounters (i) any concealed or unknown condition, (ii) a Customer responsibility contained in this Service Schedule is not met, or (iii) a delay caused by Customer, then the scope, schedule and/ or fees may be equitably adjusted as necessary. If the Customer does not agree to the reasonable adjustment in fees, Lumen will not be obligated to deliver the affected Services.

**3.9** Customer will specifically identify and provide Lumen with access to all relevant Customer-controlled information, resources and locations required to complete the Services.

**3.10** 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.

**3.11** 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 their reasonable believe Customer is not in compliance with applicable laws, including safety regulations or requirements.

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**3.12** 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.

**3.13 Transfer of Undertakings.** Customer will not utilize the Services or Lumen Resources as a replacement for any Customer personnel located in EMEA. 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.

**3.14 Portal.** If Lumen provides Customer with portal access in connection with the Service, Customer will use such access solely for use with the Service in accordance with this Schedule and the Agreement, and Customer will be responsible for any unauthorized access to or use thereof, unless Customer can prove that such access or use has not been caused by any culpable action or omission of Customer or attributable to Customer.

**4. Additional Service Limitations and Disclaimers.**

**4.1 Cancellation/Early Termination; Effect of Termination.** This section 4.1 applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

**4.1.1** 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 an 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.

**4.1.2** If any Service subject to a minimum monthly spend commitment for an agreed term is 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 multiplied by the remaining months in the applicable Service Term.

**4.1.3** Termination of Managed Optimization Service (as defined in the Service Description) for any reason by Lumen or by Customer is subject to the following: (i) an early termination fee equal to 100% of the Qualified Optimizable Service monthly spend commit multiplied by the number of month remaining in the applicable term, (ii) plus the value, expressed as a dollar equivalent, of all Optimization Adjustments received for each month prior to termination, and (iii) any additional costs incurred by Lumen.

**4.1.4 Effect of Termination.**

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**4.1.4.1** Upon termination of a Service Order, any existing Designated Named Resources for professional roles providing activities to Customer will be reassigned to activities for other Customers and won't necessarily be available to fulfill Service activities for Customer should they re-subscribe to Service in the future.

**4.1.4.2** 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.

**4.2 On-Site; Travel and Expenses; Exclusions; Region Limitation.**

**4.2.1 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.

**4.2.2 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 service roles for AMS TM, 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 service 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.

**4.3 Proprietary Rights.** Nothing in this Service Schedule or in any Work Request 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, its affiliates and their licensors. 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 licensors, 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, 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 Work Requests. If Lumen or its employees, agents, or subcontractors develop or create any intellectual property as part of the Service or any tasks under a Work Request or Service Order, that intellectual property will be deemed Lumen Technology and will remain the exclusive property of Lumen and/or its licensors and will not be considered a work made for hire.

**4.4 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. In particular, 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.

**4.5 Warranty; Disclaimer of Warranties; Damaged Cap; Indemnity.**

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**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 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 security and/or compliance related 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 Work Request.

**4.5.4** Customer will indemnify, defend, and hold Lumen (including its officers, employees, agents and contractors) harmless from and against 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.

**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 Work Request 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.

**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. Lumen will maintain its information security program in accordance with applicable state, federal and international laws and regulations governing the privacy and protection of data ("Privacy Laws"). Lumen, or its underlying provider has completed an AICPA sanctioned Type II audit report (i.e., SSAE18/ISAE3402 SOC 1 or AT-101 SOC 2) for applicable Service in certain data centers and intends to continue to conduct audits pursuant to a currently

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sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report (or a summary of it) annually upon request, which report is Lumen Confidential Information.

**4.9.2** Lumen will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities of particular Services; (b) as necessary to provide the Services to Customer, 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 Work Request without the express written consent of Lumen and, if applicable, Lumen's subcontractor. Customer will not require or allow access to its Customer data in the performance of Services, including but not limited to any confidential health related information of Customer's customers, which may include group health plans, that constitutes 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).

**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.

"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 for certain Work Requests, (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 on Work Requests; however, scope and scheduling of Work Requests may necessitate requiring other available Resources to fulfill those activities. A Designated Named Resource may have multiple Work Requests 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.

"Portal" means the Service specific web-based portal to which Customer may have access.

"Region" means individually or collectively as the context allows, large geographic areas such as North America, EMEA, Asia and Latin America. 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 Work Request basis, as applicable: Dedicated Resource, Designated Named Resource, Flexible Resource, or Unnamed Resource.

"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 on the Website and is located at <https://www.ctl.io/advanced-managed-services/service-description/>.



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"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.

"Website" means [www.ctl.io](http://www.ctl.io).

"Work Request" means an emailed request on a form designated by Lumen or telephone request by Customer, a ticket submission through the applicable Portal or other confirmation by Customer as detailed in this Schedule. Work Requests are as binding on Customer as a Service Order.