LUMEN APPLICATION DELIVERY SOLUTIONS SERVICE SCHEDULE

1.   General. This Service Schedule is applicable where Customer orders Application Delivery Solutions (or "Services") which may also be called DDoS Proxy Service, or CDN Edge Compute on ordering, invoicing, or other documentation). "Lumen" is defined as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. The Service is subject to and governed by the Master Service Agreement or other service agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html which Lumen may update from time to time (the "Agreement"). Capitalized terms used in this Service Schedule but not otherwise defined will have their respective meanings set forth in the Agreement. If a conflict exists among the provisions of the Service Attachments and unless expressly stated otherwise in this Service Schedule or the Service Guide, the following order of precedence will apply in descending order of control: this Service Schedule, the Agreement, the Service Guide, and the Order(s). Certain Services are subject to geographic and/or feature availability, may require additional terms and may be provided by Lumen's vendor.

1.1   Additional General Terms. For Services provided outside 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). Provided that Lumen complies with Customer's brand guidelines as provided by Customer, Customer acknowledges and agrees that Lumen will have the right to list Customer's name and logo as a customer of Lumen in written, oral, and electronic materials about Lumen's Edge Services.

2.   Services.

**2.1   **Application Delivery Solutions may include certain add-on features more fully described in the Service Guide. Any other features or functionality, including add-on features in an Order or that are added via self-service through the Portal, and not described or referenced in this Service Schedule will be provisioned at then current rates pursuant to Lumen's then-current Service Schedule applicable to the features or functionality, copies of which are available upon request.

**2.2   **Application Delivery Solutions is a Docker container environment (i.e., Platform-as-a-Service) solution providing a scalable environment of Docker containers, which are logical partitions of software environments that enable Customer to run distributed software applications (e.g., development, testing on common cloud computing virtual machines). The Docker container environment is the core component of Application Delivery Solutions. Customer may bundle Application Delivery Solutions with applications or software made available on Software Marketplace, as further described in Section 2.3 below.

2.3   Software Marketplace. Customer has access to a Software Marketplace that offers Customer optional, self-managed software via the Portal that may be deployed on Customer's Docker container. This optional, self-managed software (i) may be made available or licensed by Lumen in accordance with the terms of this Service Schedule; (ii) may be licensed directly to Customer by the applicable software provider; or (iii) may be deployed as a bring-you-own license. By deploying any optional software made available on Software Marketplace, Customer agrees to additional terms and conditions as may be applicable to the software, as identified in the Service Guide. Any software licensed direct to Customer by the applicable software licensor is designated Third Party Marketplace Software and Services and is further described in section 2.4 below.

**2.4   **For any software designated Third Party Marketplace Software and Services, Lumen offers quoting, ordering, and billing only. Customer acknowledges that fees, payment, pricing, billing, and tax terms are governed by the Agreement and this Service Schedule and Lumen reserves the right to exercise all available remedies under the Agreement, including Suspension for non-payment. Customer acquires the Third-Party Software and Services either (i) directly from the applicable software licensor via a license between the applicable software licensor and Customer; or (ii) via a URL link included within the Service Guide. Customer will be required to agree (i.e., express, active acceptance or passive acceptance via these terms) to the applicable software licensor's then current standard terms and conditions as a condition of having access to the software via the Software Marketplace.

**2.5   **Customer consents to Lumen and the applicable vendors or licensors collecting and compiling system and operational metrics data to determine trends and improve service capabilities. Lumen and its vendors and/or licensors may associate this data with similar data of other Customers so long as the data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer.

2.6   Trial Period. If Lumen provides access to certain components of the Service during a Trial Period, Customer agrees that all terms and conditions of this Service Schedule applicable to Customer's use of the Service will apply during the Trial Period. Customer agrees that Lumen's provision of any Service, including providing access to certain software, during any Trial Period is provided "AS-IS" and "AS-AVAILABLE" without any warranty or any liability whatsoever, including under any otherwise applicable SLA.

2.7   Service Level Agreement ("SLA" or "Service Level"). The Service Levels are not available until after the Service Commencement Date except in the case of a Trial Period where the SLA will not apply during the Trial Period. Whether a Service issue constitutes a Service Level outage or failure for credit purposes will be determined by Lumen as supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Service credits are only available against the actual charges invoiced to Customer for the affected Service, whether MRC, usage based or otherwise. The actual time of an outage or failure is measured from the time Customer reports the affected Service is unavailable until the time the affected Service is restored and available; provided that a Service Level will not be deemed to apply nor will Customer be eligible for a Service Credit for outages, interruptions or failures due to Excused Outages and periods of permitted Suspension.

2.7.1   Application Delivery Solutions Service Level. An "Outage" means a period of time in a calendar month the Docker container environment (Platform-as-a-Service) was not available to deliver content to the Internet for 2 or more consecutive 2-minute periods. The Application Delivery Solutions Platform-as-a-Service availability is calculated as follows: Expected Available Time minus the "Outage" time divided by the Expected Available Time, multiplied by 100 during a calendar month. "Expected Available Time" means the total minutes in a calendar month minus any Regular Scheduled Maintenance, upgrades or planned downtime. If the Application Delivery Solutions Availability SLA is not met in a given calendar month, Customer will be entitled to a Service credit in accordance with the table below:

Expected Available Time	Credit (% of actual charges associated with the relevant Docker container environment
>99.95%	0%
99.0% to 99.5%	5%
98.0% to 98.99%	10%
95.0% to 97.99%	25%
<95%	50%

An Outage will not be deemed to have occurred due to: (i) failure or errors with the Customer's hardware, network, or website code; (ii) DNS issues beyond Lumen or its vendors' direct control; or (iii) failure to report an Application Delivery Solutions Outage to designated support; (iv) an Excused Outage; or (v) any unavailability or inability to access the Software Marketplace or any Third Party Software and Services; or (v) any interruptions or unavailability of Third Party Software and Services.

2.7.2   SLA General Terms.

2.7.2.1   Limitations. The aggregate credits in any calendar month will not to exceed 100% of the actual amount billed for the affected Docker container environment in the month in which the right to a Service credit has occurred. If a single issue triggers more than one SLA, Customer will be entitled to receive the higher of the two credits. Customer will not be entitled to credits under multiple SLAs for a single event. The credits and any other remedies specified in this Section 2.7 are the sole and exclusive remedies of Customer for any interruptions or delays or other Service-related issues under this Service Schedule.

2.7.2.2   Lumen continually makes improvements to Application Delivery Solutions and reserves the right to make any updates, error corrections, bug fixes, and other modifications to any software, equipment or hardware utilized by Lumen to provide the Services, at any time upon notice. Lumen will use reasonable efforts to make modifications during the Regularly Scheduled Maintenance.

2.7.2.3   To be eligible for Service credits, Customer must be current in its obligations, and Customer must contact Lumen Billing Inquiries via the contact information provided on the invoice, open a ticket in the Portal or contact its account manager to report any service issues within 30 calendar days after the Service issue. Credits will not apply to any custom service. Cumulative credits in any one month must exceed $100.00, or the local currency equivalent, to be processed.

3.   Customer Responsibilities. Lumen will not be liable for any failure due to Customer's failure to fulfill its responsibilities.

3.1   Charges.

3.1.1   Charge Components. Charges on the Order remain in effect during the Service Term. Charges are either volume commitments (i.e., minimum usage commitment per month, plus overage charges for exceeding the commitment); or achievement (i.e., total usage pricing at the highest traffic tier achieved) as selected by Customer on the Order. Additional features subsequently added will also be subject to the volume or achievement commitment on the initial Order. Charges may also consist of all or some of the following: (a) a non-recurring or one-time set up fees ("NRCs"); (b) a monthly recurring or recurring charge ("MRCs"); (c) monthly usage based charges (e.g., GB per month, requests per month, unique visits); (d) minimum revenue or data commits or associated uncommitted usage; and (e) expedite fees. Any software provided or billed by Lumen on the Software Marketplace will contribute to a customer's minimum revenue commitment. Bring your own license does not. Certain Third-Party Marketplace Software and Services requires a minimum term commitment, as identified on the Order. Any services or features with a term that expires prior to the end of any applicable term commitment for Service will automatically continue until expiration of the relevant term commitment.

Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent); and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

3.1.2   Open source containers may be added after the initial Order by self-configuring a container(s) within the Portal. Other containers can be self-provisioned, but the applicable software component requires an Order. Pricing for subsequently added containers is included within the Service Guide and will be invoiced in accordance with this Section 3.

3.1.3   Lumen will automatically commence invoicing on the Service Commencement Date. If set up and/or use is delayed, incomplete or is not usable by Customer through no fault of Lumen or its agents, Lumen will have the right to commence billing as of the Service Commencement Date. Fees are earned and billable by Lumen regardless of whether Customer uses (or delays use) of the Service. Lumen reserves the right to include any partial month billing in a subsequent calendar month. The Service Commencement Date is also the date in which the applicable Service Term commences. For Services provided with an initial Trial Period or Ramp, the Service Commencement Date will automatically commence upon expiration of the Trial Period or Ramp, as applicable.

3.1.4   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. If 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.

3.1.5   Lumen reserves the right to use dynamic exchange rates to calculate all non-USD billing. This means that the exchange rate published on the day each respective monthly invoice is created will be the exchange rate used to appropriately convert the invoiced amounts from USD to the applicable currency. In the alternative, Lumen reserves the right to adjust the exchange rates on a regular basis (e.g., monthly). Exchange rate adjustments will not be deemed a rate adjustment.

3.1.6   Revenue Commitment; Termination. Where any Order includes a revenue commitment, Lumen will invoice based on a monthly minimum revenue commitment (which may also be referred to as Committed Revenue in the Order). Monthly recurring charges are based on both the revenue commitment and actual usage charges. To the extent actual usage in a month (i) exceeds the revenue commitment, Customer will pay the revenue commitment plus the actual usage; or (ii) is less than the revenue commitment, Customer agrees to pay any shortfall between Customer's actual usage of Service and any revenue commitment. Shortfall is billed one month in arrears. An applicable software licensor for Third Party Marketplace Software and Service may also require a minimum monthly revenue commitment. Shortfall charges will apply each month for failure to comply with the applicable minimum revenue commitment.

3.2   Customer Information. Customer must provide and maintain an English-speaking point of contact with current, complete, and accurate contact information reachable 24/7 and should be authorized to make or direct changes to the Customer's Service, as applicable.

3.3   Customer must provide Lumen with at least five business days advance notice of any network topology or system changes that may affect the Service. For changes that are Service or price impacting, changes must be agreed in a new Order before the change will go into effect.

3.4   Lumen may utilize a vendor and/or subcontract any or all Services to be performed under this Service Schedule. Customer must cooperate with Lumen and Lumen's vendors or subcontractors in coordinating setup of the Service.

3.5   Portal Use. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and is solely responsible for all activities that occur under the Credentials, including access to content. Customer will not transfer or sell to any third party such usernames or passwords, or Customer's access to the Service. Customer agrees to notify Lumen promptly of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party. For added security, Lumen recommends two-factor authentication in conjunction with all Credentials. Customer is responsible for all charges related to all services you add or activate within the Portal, including any changes made to the Services.

3.6   Customer acknowledges that all third-party components of the Service are subject to the applicable vendor's decision to (i) not continue to provide or renew its services and/or products with Lumen and/or (ii) modify or end of life a Service, feature, or related component(s). If any of the foregoing occurs, Lumen will use commercially reasonable efforts to migrate Customer to another comparable Lumen service at any time. Migration will occur without regard to Customer's current term. Customer's failure to cooperate or reasonably agree to a transition plan may result in Service degradation or failure or Lumen's inability to provide the Services and Lumen will have no liability therefrom.

3.7   If utilizing an Application Program Interface (API) to access a third party portal made available through the Service, Customer agrees to use the most current version of an API and API terms and conditions, as applicable. Customer acknowledges that it may not be able to access the Services utilizing prior versions of APIs.

3.8   Customer is responsible for tagging any restricted, sensitive or Personally Identifiable Information (PII) as "cache-control: private, no-store", as described in RFC-2616, so the Application Delivery Solutions platform does not cache or store the data.

3.9   Term; Renewal; Termination. This Section 3.9 applies in lieu of any other term, cancellation, and termination section, including any available rights of termination that may be in the Agreement.

3.9.1   Term; Renewal. Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the Order ("Standard Service Contract Term"). The Service will automatically renew for subsequent month to month terms upon expiration of the Standard Service Contract Term. Lumen may modify applicable rates at any time after expiration of the Standard Service Contract Term. The Standard Service Contract Term and any automatic renewal terms are collectively referred to as the "Service Term". Renewal terms for Third Party Software and Services are determined by the applicable third-party provider.

3.9.2   Lumen reserves the right, at any time and upon 90 days' notice, to modify any material terms of this Service Schedule, including charges, and/or discontinue any Service features.

3.9.3   Termination. Customer may terminate Services at any time during a Trial Period; provided the effective date of termination occurs prior to expiration of the Trial Period. At any time during a Standard Service Contract Term, if Service is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than Lumen's default, including during a Ramp period, and prior to the conclusion of the applicable Standard Service Contract Term, then Customer will be liable for: (a) Service charges accrued

but unpaid as of the termination date; (b) all out-of-pocket costs incurred by or imposed upon Lumen (e.g., licensing fees, vendor termination charges); and (c) an early termination charge equal to 100% of either the (i) then current MRC, NRC, subscriptions based and usage charges for the affected Services multiplied by the number of months remaining in the Standard Service Contract Term for Services not subject to a minimum revenue, usage or volume commitment or (ii) minimum revenue, usage or volume commitment.

3.9.4   Effect of Termination. Customer's access to the Services will end as of the effective date of expiration or termination of any Service. Customer use of Lumen provided software and/or any software obtained from the Software Marketplace (unless under a bring your own license scenario) must immediately cease and all instances must be deleted as of the effective date of termination. Lumen is not responsible for any Customer data or applications stored or remaining on Lumen or supplier infrastructure as of the effective date of termination.

4.   Additional Terms,Service Limitations, and Disclaimers.

4.1   Intellectual Property; Customer Content; HIPAA.

4.1.1   Subject to mandatory statutory rights, each party agrees that it will not, directly or indirectly, reverse engineer, access software of the other party or its licensors, or otherwise attempt to derive source code, trade secrets or other intellectual property, including underlying ideas or algorithms relating to the Service from the other party. Customer warrants that it owns and will own all right, title and interest in the content or possesses or will possess all legally valid rights in the content necessary for the use of content as contemplated by this Schedule and notwithstanding anything to the contrary in the Agreement, Customer grants Lumen a limited, non-exclusive, world-wide royalty free license to any data or content provided by Customer in using the Service solely and exclusively for the purpose of and to the extent necessary to provide the Service.

4.1.2   Customer will not nor permit anyone else to: (i) copy, reproduce, modify, translate, or create derivative works based on the Services, including but not limited to framing or mirroring content on another server, site or device; (ii) access or attempt to gain unauthorized access to the Services, or to access the Services by any means other than standard interface provided to Customer; (iii) use or launch any automated system, including without limitation, robots, spiders, or offline readers, to access the Services; (iv) use the Services in any manner that or participate in or promote activities that could damage, disable, overburden, or impair Services or interfere with any other party's use and enjoyment of the Services; and (v) remove any proprietary notices from the Services, including any third party proprietary notices of Lumen's supplier.

4.1.3   Customer acknowledges the Application Delivery Solutions environment and certain software available through the Software Marketplace contains third-party software and/or software or firmware licensed from third parties and made available and licensed through Lumen ("Licensed Software"). Customer agrees that Licensed Software, including any corresponding documentation, will be used strictly in accordance with applicable licensing terms and conditions, as may be updated from time to time or in accordance with mandatory pass-through terms or EULAs which, if applicable may be identified in the Service Guide. All rights in and to any Licensed Software are reserved by and remain with the applicable third parties. In addition, Customer consents to the installation of Licensed Software on Customer owned and managed systems, as applicable.

4.1.4   Lumen is not responsible for any hardware issues arising from or related to the installation of Licensed Software or Third-Party Software and Services. Lumen makes no representations or warranties whatsoever regarding Licensed Software or Third-Party Software and Services. Notwithstanding anything to the contrary in the Agreement, Lumen will have no obligation to defend, indemnify or hold Customer harmless, or otherwise liable to Customer in any way, for any claims of infringement of patent, copyright or other intellectual property right related to or arising from the Licensed Software or Third-Party Software and Services.

4.1.5   Customer will not authorize any third party to use the Service, including without limitation the Lumen APIs. If Lumen provides Customer with (or with access to) software or equipment, Customer will not use, distribute, or modify the software or equipment in any manner that would require that any software or equipment, components thereof, or other intellectual property of Lumen or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients.

4.1.6   Customer understands and acknowledges the Services are not designed to any specific security requirements and are not suitable for transmittal of credit card data to, through or via the Service or regulated content, including for the transmittal or maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other personal or sensitive information. Customer warrants and represents that it will not use the Services to maintain, transmit or store protected health information, including properly setting cache directives so that protected health information isn't cached within the Application Delivery Solutions platform and agrees to defend, Lumen and its affiliates from and against any actual or alleged claims related to or arising out of Customer's use of the Service for such purpose including any applicable settlement costs.

4.1.7   Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service in this Service Schedule without the express written consent of Lumen. In addition, Customer will not (i) rent, lease, distribute, sell, assign, or otherwise transfer rights to the Services; (ii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (iii) use the Services for the benefit of a competitive offering to any of the Services or to intentionally harm or discredit Lumen or the Services.

4.1.8   Open Source. Application Delivery Solutions includes open source software and/or publicly distributed software (each, "Open Source software"), each of which is a separate and independent work and is subject to its own or Open Source or public license agreement ("Open Source License Agreement"). Customer agrees that Open Source software is licensed to Customer from the original licensor (and

not Lumen) under, and are subject to, the terms of the applicable Open Source License Agreement, which Customer agrees to. Nothing in this Service Schedule will limit Customer's rights under, or grants Customer any rights that supersede or expand, the terms and conditions in the applicable Open Source License Agreement. For clarity, this Service Schedule is not intended to change or restrict the terms of any Open Source License Agreement, and Lumen does not seek to restrict, or receive compensation for, the copying or redistribution of Open Source software, which is otherwise freely re-distributable to third parties.

4.1.9   Customer Provided Software. If Customer elects to use Customer provided and/or licensed software (i.e. Bring your own license) in connection with Software Marketplace, Customer is solely responsible for (a) selecting, licensing, installing, maintaining software, including ensuring any related applications and systems are supportable; (b) ensuring adherence to current technical documentation, up to date versions, all applicable licensing terms, requirements, and/or restrictions; and (c) ensuring it has the legal right to use the software in this manner.

4.1.10   Feedback. If Customer elects to communicate to Lumen suggestions for improvements to the Service ("Feedback"), Lumen will own all right, title, and interest in and to the Feedback, even if Customer has designated the Feedback as confidential, and Lumen will be entitled to use the Feedback without restriction. Customer irrevocably assigns all right, title, and interest in and to the Feedback to Lumen and agrees to provide Lumen such assistance as it may require to document, perfect and maintain Lumen's rights to the Feedback.

4.2   Personal Data Protection.

4.2.1   Business Contact Information. Customer and Lumen, its affiliates and/or vendors, acknowledge that it may be necessary to provide the other party with certain personal data necessary for the performance of each party's obligations under this Service Schedule, such as business contact information and credentials to access the applicable Portal(s). The parties acknowledge and agree that each is a data controller in its own right with respect to any such personal data exchanged under this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged under this Service Schedule will be limited solely to the extent necessary for the parties (including Lumen vendors) to perform their obligations or exercise their rights under this Schedule and in connection with the performance of the Services in locations worldwide to support the delivery of the Service. As used in this Service Schedule, the terms "personal data" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party.

4.2.2   End User Information. Customer acknowledges that, by virtue of providing the Service, Lumen and its third party suppliers may need to process and store personal data of end users in connection with performance of Services wherever Lumen and/or its third party suppliers do business. Lumen and/or its third party suppliers may use personnel and resources in locations worldwide to support delivery of the Services. Customer agrees that Lumen or its vendors may transfer Customer or its end-users personal data across a country border, including outside the European Economic Area (EEA), and use processors and permitted subprocessors (including personnel and resources) in locations worldwide; provided that the parties will work together to ensure that any such data transfers are in accordance with applicable data protection laws.

4.2.3   If Customer will use the Services to process personal data subject to data protection law that requires specific terms in place with Lumen as a processor, Customer agrees that it is Customer's sole responsibility to request that appropriate terms are part of this Service Schedule.

4.2.4   End Users. With respect to end users' personal data, Customer is solely responsible for: (i) ensuring the lawful basis of such processing; (ii) notifying any end user that Customer has provided such end user's personal data to Lumen and its suppliers (if applicable) for the purposes of allowing Lumen and its suppliers to use, store and process personal data or content to the extent necessary to provide the Service, and that the end user's use of the Service may be monitored, by Lumen and its suppliers on Customer's behalf; and (iii) obtaining the consent of such end users for use, storing and/or processing.

4.3   Security; Disclaimers; Liability.

4.3.1   Security. Customer acknowledges and agrees that use of the Service necessarily involves transmission of content over networks that are not owned, operated, or controlled by Lumen and that it is Customer's responsibility to choose what, if any, security measures are needed to protect content. Customer is responsible for maintaining security and for maintaining patches and disaster recovery systems. Lumen is not responsible for providing physical access to or copies of software, data, or content stored on equipment under any circumstances and is not required to provide network access (i) after any termination or suspension of Customer's Service or (ii) in the event of hardware failure, abuse by hackers or other third parties, improper administration by Customer, or other interruption of network access. Lumen and its suppliers are not responsible for any content (including the security thereof) that is lost, corrupted, altered, intercepted, or stored across such networks or via use of the Services.

4.3.2   DISCLAIMER. LUMEN AND ITS SUPPLIERS HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET USER CONTENT. LUMEN AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED INCLUDING (I) IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) THE QUALITY, ACCURACY, OR RELIABILITY OR USEFULNESS OF THE SERVICES; OR (III) THE NETWORK CAPACITY OR QUALITY OF NETWORK SERVICES CONTROLLED BY THIRD PARTIES OR QUALITY OF END-USERS' HARDWARE OR EQUIPMENT OR (IV) THAT TRANSMISSIONS OF CONTENT WILL BE FREE FROM DISRUPTIONS OR SECURITY OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT LUMEN'S SECURITY MEASURES OR THOSE OF ITS SUPPLIERS.

4.3.3 **ADDITIONAL DISCLAIMER.** LUMEN WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM ANY OF THE FOLLOWING OR FROM ANY EFFORTS BY LUMEN OR ITS SUPPLIER TO ADDRESS OR MITIGATE ANY OF THE FOLLOWING: (i) SECURITY BREACHES, INCLUDING WITHOUT LIMITATION EAVESDROPPING, THIRD PARTY ACCESS TO CUSTOMER DATA OR TO ASSIGNED COMPUTERS, THIRD PARTY ACCESS TO OR MISUSE OF PASSWORDS, AND INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; (ii) RELEASE OR EXPOSURE, FOR ANY REASON, OF PERSONALLY IDENTIFIABLE INFORMATION OR OTHER PRIVATE DATA, INCLUDING DATA BELONGING TO CUSTOMER'S OWN CUSTOMERS AND OTHER USERS; (iii) DENIAL OF SERVICE ATTACKS, VIRUSES, WORMS, AND OTHER INTENTIONAL INTERFERENCE BY THIRD PARTIES; (iv) LOSS OF DATA OR LOSS OF ACCESS TO DATA; (v) ACTIONS OF THIRD PARTIES, INCLUDING WITHOUT LIMITATION THIRD PARTY PRODUCTS AND SERVICES; OR (vi) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR OTHER FAILURES OF PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ACCIDENTAL DISCONNECTION AND TERMINATION OF SERVICE. THE PROVISIONS OF THIS SECTION APPLY, WITHOUT LIMITATION, EVEN IF CUSTOMER PURCHASES SERVICE FEATURES ADDRESSING SECURITY, DATA INTEGRITY, DATA BACKUP, ATTACK PROTECTION, VIRUSES, SPAM, MONITORING, OR SYSTEM INTEGRITY.

4.3.4 THIRD-PARTY MARKETPLACE SOFTWARE AND SERVICES ARE NOT PART OF THE SERVICE, AND CUSTOMER ACQUIRES THEM DIRECTLY FROM THE THIRD-PARTY PROVIDER PURSUANT TO THE CONTRACT THAT CUSTOMER AND THE THIRD-PARTY PROVIDER MAY EXECUTE. LUMEN IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES WHATSOEVER RELATED TO THIRD PARTY MARKETPLACE SOFTWARE AND SERVICES, EVEN IF LUMEN RECOMMENDS THE THIRD-PARTY PROVIDER, EVEN IF THE THIRD-PARTY MARKETPLACE SOFTWARE AND SERVICES ARE RELATED TO THE SERVICE OR TO CUSTOMER'S ABILITY TO RECEIVE OR EXPLOIT THE SERVICE, AND EVEN IF LUMEN ACTS AS THE THIRD-PARTY PROVIDER'S AGENT IN DELIVERING THE THIRD-PARTY MARKETPLACE SOFTWARE OR SERVICE, IN COLLECTING PAYMENT, OR IN OTHER WAYS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LUMEN WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR MAINTENANCE, UPDATES, OR UPGRADES OF THIRD-PARTY MARKETPLACE SOFTWARE AND SERVICES OR FOR INTELLECTUAL PROPERTY INFRINGEMENT BY THIRD PARTY PRODUCTS AND SERVICES. Lumen is the applicable supplier's agent for purposes of ordering, collecting payment or in other ways as it relates to Third Party Marketplace Software and Services.

4.3.5 **Direct Damages.** Except for the payment and defense obligations of Customer and subject to the Damages Liability Limitations and Exclusions provisions in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the twelve months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). This limit applies collectively to Lumen, its affiliates, contractors, and suppliers.

4.3.6 **Indemnity.** Customer will defend Lumen, its affiliates, directors, employees and suppliers, and each of their respective employees and directors, from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and settlement costs) arising out of, resulting from or relating to Customer's use of, misuse of, or failure to use the Service, including without limitation any actual or alleged claim by Customer's customers or users, or any other third party concerning (a) Customer's or any end users' use of the Service in a manner not authorized or in violation of this Schedule; (b) claims from end users or other third parties arising out of any violations of applicable law, including laws governing content, intellectual property, data privacy, and data protection, in connection with Customer's use of the Service; (c) security breaches or other alleged faults in the Service, including without limitation faults listed in the SLA and faults leading to the release or exposure of personally identifiable information or other private data (whether such data belongs to Customer, to one of Customer's customers, or to other third parties); and (d) any action taken by Lumen and/or its suppliers as part of an investigation into a suspected violation of this Service Schedule or as a result of its conclusion that a violation has occurred.

5. **Definitions.**

"Container Usage" is a billing model for certain Application Delivery Solutions Services where Customer is invoiced for usage based on total "Million Requests per Month" per container with an attainment-based discount schedule per month. Pricing is set forth in the Order unless Customer self-provisions via the Portal, in which case the applicable pricing is set forth in the Service Guide.

"Excused Outage" will also mean for purposes of this Service Schedule, the applicable SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA, for any event that adversely impacts the Service that is caused by: (a) the acts, inactions, omissions or errors of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet, or systems not owned or controlled by Lumen; (c) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (d) the unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service; (e) inaccessibility of third party service providers utilized by Lumen's vendors that are not within the applicable vendors' reasonable control; (f) Customer's failure to provide timely approvals and/or consents, including allowing Lumen to retune the Service as required for Lumen to provide the Service; (g) improper or inaccurate network specifications provided by Customer or changes to the network or systems of Customer without prior notification to Lumen; (h) third party content or technology, designs or instructions; (i) unsupported system configurations, devices and platforms to the extent it results in degradation or failure of Service(s); or (i) Customer breach of its obligations under the Agreement or this Service Schedule.

"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. An Order may also refer to the online purchase or activation of self-provisioned Services. Customer agrees to all standard pricing associated with self-activated services.

"Portal" means access to the online graphical user interface(s) system utilized in conjunction with the Services.

"Ramp" means a period of time before the Standard Service Contract Term commences for Customer to onboard Services. Early termination charges identified in the Agreement will apply if Customer terminates Service during the Ramp period.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the Services (excluding Third Party Marketplace Software and Services). Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days' prior written notice, (b) work with Customer to minimize interruptions, and (c) use commercially reasonable efforts to perform maintenance between midnight and 6:00 a.m. local time where the Services are located. Emergency maintenance may be performed on less or no notice.

"Service Commencement Date" means, for purposes of this Service Schedule, the date Lumen begins billing for a Service and is the date Lumen provides notice the Service is activated and ready for use unless a specific start date is specified in the Order. The Service Commencement Date for Services with an initial Trial Period will be the date the Trial Period expires. 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 Guide" means (i) descriptions of add-on Services, other key features or functionality, or Third Party Marketplace Software and Services made available to Customer, including through a Portal or the Software Marketplace; and/or (ii) rights, restrictions and terms applicable to use of certain key features or Third Party Marketplace Software and Services. The Service Guide, located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html, applies only to the extent Customer elects to purchase the applicable feature and may be updated from time to time, effective upon posting.

"Software Marketplace" means a portfolio of software made available within the Application Delivery Solutions platform and available to Customer's who purchase Application Delivery Solutions Service. In certain instances a Customer may utilize its own license. Examples of software or applications currently available include caching, rule engine, image optimization, Web Application Firewall (WAF), Bot Risk Management (or BRM), NodeJS, and distributed database.

"Standard Service Contract Term" may also be referred to as "Service Term".

"Suspension" means Lumen's suspension of the applicable Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.

"Third-Party Software and Services" means certain software on the Software Marketplace that requires additional terms as a condition of use.

"Trial Period" means a try and buy model where Customer, may for the time period identified in the Order, evaluate the Services. The Standard Service Contract Term, as it is referred to in the Order, or the "Service Term" will automatically commence upon expiration of the Trial Period unless Customer provides written notice to Lumen of its intent to terminate Services upon expiration of the Trial Period.

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