- 1. General. This Service Schedule is applicable where Customer orders Content Delivery Network ("CDN") Services which may include Content Delivery Service ("CDN Delivery"), CDN Mesh Delivery Service ("CDN Mesh"), CDN Load Balancer Service ("CDN Load Balancer"), Intelligent Traffic Management Service ("ITM"), or CDN Object Storage Service ("CDN Object Storage"), or Media Transformation Service ("Media Transformation"). Each of the Services may be referred to as "CDN Service(s)" or collectively as "Services" and will be provided by CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). Capitalized terms used in this Service Schedule but not otherwise defined will have their respective meanings set forth in the Agreement (the "Agreement"). If a conflict exists among the provisions of the Service Attachments, the following order of precedence will apply in descending order of control: the Service Schedule, the Agreement, the Service Guide, and the Order(s). Certain Services are subject to geographic and/or feature availability and/or may require additional terms.
- 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. 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. 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 CDN portfolio.

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).

#### 2. Services.

- 2.1 CDN Services may include the Services described in this section and certain key features and add-on Services as more fully described in the Order or Service Guide. Any other features or functionality, including add-on features or Services in an Order or that are self service via the Portal, not described or referenced in this Service Schedule will be provisioned pursuant to Lumen's then-current Service Schedule applicable to the features or functionality, copies of which are available upon request.
- **2.2 CDN Delivery** means an online service that enables the distribution of electronic files and media streams over the internet to end-users via Lumen's global network of CDN servers.
- **2.3 CDN Object Storage** is an online object based multi-tenant storage platform that enables Customer to upload, store and manage electronic collateral into a cloud platform, under an object ID for the purpose of delivering the stored content over the internet utilizing CDN Delivery or a third party CDN delivery Services. For each data storage request, a single copy of the data object will be stored in a single data center within the selected Region. The object storage platform has a minimum 30 days of storage and 128 KB minimum object size.
- 2.4 CDN Mesh means an online service that enables Customer to distribute electronic files and media streams over the internet, to end-users via CDN Delivery or through client devices and end users' devices. CDN Mesh extends content delivery by enlisting end users' devices as nodes in a content delivery mesh network. Customer acknowledges and agrees that performance of CDN Mesh may be affected by the applicable end users' devices and network service plan. When using CDN Mesh, Customer will ensure that all end users of the Service are properly and effectively put on notice and acknowledge or consent to the functionalities of the Service that (i) make use of the processing capabilities, memory and bandwidth of end user computers or devices; (ii) transmit content and other data or features from such end user's device directly to the devices of other users of the site; and (iii) end user responsibility for any carrier charges that may apply as a result.
- **2.5 ITM and CDN Load Balancer Service** enables Customer, via an online management Service, to manage content deliveries and enforce customized load balancing rules across Lumen's and third-party global content delivery networks and through configurable rules.
- **2.6 Media Transformation** is a cloud-based solution that ingests Media Content from varying sources and in varying formats, then: (i) converts the ingested media to other formats; and/or (ii) enriches the content with processing such as dynamic ad-inserts, digital rights management, time-shifting, closed-captioning & subtitling, and loudness control, for delivery to audiences over the internet.
- **2.7 Trial Period.** If Lumen provides access to the Service free of charge during a Trial Period (identified in an Order), 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. The Service will automatically continue after the Trial Period for the Service Term identified in the Order unless Lumen or Customer provide written notice to terminate prior to the end of the Trial Period. Customer further agrees that Lumen's provision of Service, including providing access to the Service, during any Trial Period is without any warranty or any liability whatsoever, including under any otherwise applicable SLA.
- **2.8 Support.** Lumen standard support is provided with the Service. Enhanced support is available and is subject to additional charges. Additional details are described in the Service Guide.

- 2.9 Service Levels Agreements ("SLAs" or "Service Levels") and Service Level Objectives ("SLO"). The Service Levels or SLOs are not available until after the Service Commencement Date. Any applicable SLA and SLO will not apply during a Trial Period. Whether a Service issue constitutes a Service Level outage or failure for Service 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.
- **2.9.1 CDN Delivery and CDN Mesh SLA.** Service Levels are monitored through third party or Lumen test-agents distributed globally across the Lumen content delivery network. Each test-agent takes sample measurements every fifteen (15) minutes to calculate SLA's.
- (a) Availability SLA. The applicable Service is determined to be "unavailable" when test-agents by Region report a "request time-out", "connection refusal", "receive time-out" or other similar error message (collectively, "Unavailable" or "Unavailability"). The Availability SLA is calculated based on cumulative Unavailability of an affected Service within a Region for a given calendar month. If Lumen fails to meet the Availability SLA in a calendar month for the Region selected by Customer in the applicable Order, Customer will be entitled to a Service credit calculated by using the applicable credit due percentage in the table below.

For North America (NA) Region or European (EU) Region

Availability SLA	Availability	Credit (% of actual charges in month subject to the claim for credit)	
	95% – 99.989%	15%	
99.99%	90% – 94.9%	25%	
	89.9% and below	3% credit for each 1% of Unavailability	

For Middle East & Africa (MEAF), Latin America (LATAM), Asia Pacific (APAC) and Global (excluding delivery into China and India for which no Service Levels apply)

Availability SLA	Availability	Credit (% of actual charges in month subject to the claim for credit)
	95% – 98.9%	15%
99%	90% – 94.9%	25%
	89.9% and below	3% credit for each 1% of Unavailability

- (b) Chronic Outage. Customer may elect to terminate without termination liability the affected Service for the Region selected by Customer in the Order if the Availability SLA within a calendar month is 60% or less. Customer must exercise its right to terminate the affected Service, in writing per the notice section of the Agreement, within thirty (30) days after the end of the calendar month in which the event giving rise to a right of termination occurs.
- 2.9.2 CDN Object Storage SLA. Lumen measures Customer's ability to access CDN Object Storage to upload, store, view and/or delete the objects and files stored within Customer's designated instances which reside on the applicable Storage Service platform. The Storage Availability SLA provides that Storage Services will be available to Customer 99.99% of the time during the given calendar month. If Lumen does not meet the Storage Availability SLA percentages in the table below, Customer will be entitled to the corresponding Service credit. Availability, expressed as a percentage, is calculated as one (1) minus, the total number of minutes in the given month minus the total number of minutes of downtime in that month, divided by the total number of minutes the given month.

Availability SLA	Credit (% of MRC in month subject to the claim for credit)
99.5 – 99.99 %	3%
99.0 – 99.5 %	5%
<99.00%	10%

# 2.9.3 ITM and CDN Load Balancer SLA.

(a) Service Availability. The Availability SLA provides that the ITM and Load Balancer Services will respond to queries its resolution authority 99.999% of the time during any given calendar month. If Lumen does not meet this SLA, Customer will be entitled to a Service credit equal to either (i) charges for one (1) day of the allocated MRC or commit where a commit applies, or (ii) the average daily charge in a calendar month for usage based services.

- **Administrative Portal Availability.** The Availability SLA for ITM and Load Balancer Services provides that Customer's access to the ITM and/or Load Balancer Service Portal will be available 99.99% of the time during any given calendar month. If Lumen does not meet this Availability SLA, Customer will be entitled to a Service credit equal to either (i) charges for one (1) day of the allocated MRC or commit where a commit applies, or (ii) the average daily charge in a calendar month for usage based services.
- (c) Chronic Outage. Customer may elect to terminate affected ITM or Load Balancer Service without termination liability if ITM or Load Balancer Service does not respond to queries for appropriately provisioned service under its authority for 30 consecutive minutes or more on three (3) or more separate occasions during any calendar month. Customer must exercise its right to terminate the affected Service, in writing per the notice section of the Agreement, within thirty (30) days after the end of the calendar month in which the event giving rise to a right of termination occurs.
- **2.9.4 Media Transformation SLA.** Media Transformation Availability SLA means the Expected Available Time, minus the "Media Transformation Outage" time, divided by the Expected Available Time, and multiplied by 100. "Media Transformation Outage" means a period of time in a calendar month or for the contracted event(s) the Media Transformation Services were not available to process the ingested media content for 2 or more consecutive 2-minute periods. "Expected Available Time" means the total minutes in a calendar month or for the contracted event(s), minus any Regular Scheduled Maintenance, upgrades, or planned downtime. If the Media Transformation Availability SLA is not met in a given calendar month or for the contracted event(s), Customer will be entitled to a Service credit in accordance with the table below:

Service Availability SLA	Per Active Channel Availability SLA	Per Active Channel Service Credit	
	99.5% to 100%	0%	
99.5%	95% to 99.49%	5%	
	90% - 94.9%	10%	
	89.9% and below	1% for each 1% of Unavailability (50% maximum Service Credit)	

- (a) Exclusions: Lumen will not be responsible for the following ("Excluded Outage"):
  - 1. Periods of scheduled downtime as described below or Maintenance Windows. "Maintenance Window" will mean the total minutes in the reporting month represented by the day(s) and time(s) during which Lumen can perform maintenance of the Services. Lumen will use reasonable efforts to Lumen will use all reasonable efforts to provide prior notice and in the performance of the maintenance to mitigate impact to Customer.
  - 2. Outage due to system administration, commands, file transfers performed by Customer representatives outside of published guidelines.
  - 3. Outages or Service deficiencies caused by or related to the Customer's content sent the Media Transformation Service for processing from any source (e.g., cameras, production facilities/studios, storage archives), including but not limited to poor quality of content
  - 4. Outages or Service deficiencies related to the internet or private network connectivity used by Customer to send content to Media Transformation, including dropped packets, and lost segments.
- **(b)** Limitations. Lumen is not responsible for what Customer, or any other vendor or subcontractor of Customer does to the content (i) prior to the content being ingested by the Service, including encryption or other security standards that may degrade content; and (ii) after being egressed from Media Transformation, including feeding content over public or private networks, through uplinks/downlinks with satellites; to other content delivery services or to other cloud based platforms.
- **2.9.5** Support. Lumen will provide the following Service Level Objectives ("SLO") for support. No applicable credit or other remedy will apply for Lumen's failure to meet any applicable SLO.

Support Item	Description	Standard Support SLO	Enhanced Support SLO
	geographic impact for a single customer or	Phone Support: 24/7x365	Restore Time: ≤ 2 Hrs Phone Support: <b>24/7x365</b> Case Updates: <b>every 1 Hrs</b>
Impairments	possibly regionally isolated or inhibiting proper	Phone Support: 24/7x365 local	Restore Time: ≤ 4 <b>Hrs</b> Phone Support: <b>24/7x365</b> <b>local time</b>

Request for Information	for information or configuration changes for	Dognana Tima: < 21 Ura	Response Time: ≤ 4 Hrs Phone Support: <b>Bus. Hrs</b> <b>local time</b>
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#### 2.9.6 General Terms for Service Levels.

- **2.9.6.1 Limitations.** The aggregate credits in any calendar month will not to exceed 100% of the actual amount billed for the affected Services 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. Service Levels are not valid for Customers with geographic restrictions on content delivery or in months in which a Disproportionate Peak occurs. Customer will not be entitled to Service credits under multiple SLAs for a single event. Regions notwithstanding, Lumen reserves the right to deliver content from anywhere on its content delivery network. The credits and any other remedies specified in this Section 2.9 are the sole and exclusive remedies of Customer for any interruptions or delays or other Service-related issues under this Service Schedule.
- **2.9.6.2** Lumen continually makes improvements to the Service 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 reasonably efforts to make modifications during the Regularly Scheduled Maintenance.
- **2.9.6.3** 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 to perform due to Customer's failure to fulfill its responsibilities and requirements.

## 3.1 Charges.

**3.1.1** Charge Components. Charges on the Order remain in effect during the Service Term. Charges are either tiered (i.e., based on pricing by each traffic tier the total level of usage has fulfilled); or achievement (i.e., total usage by Region pricing at the highest traffic tier achieved) as selected by the Customer and identified on the Order. Charges may consist of all or some of the following: (a) a non-recurring or one-time charge ("NRC"); (b) a monthly recurring or recurring charge ("MRC"); (c) monthly usage charges (e.g., GB, Mbps, file, user, channel, license, hourly, inserts, impressions, requests, transactions, events, metered usage, including the aspects of networking usage for data ingress and egress); (d) minimum revenue or data commits or associated Uncommitted Usage or Usage Overages; (e) expedite fees; and/or (f) reservation fees.

All invoices will be issued to Customer and paid in the currency specified in the Service Order. Customer will pay invoices free of currency exchange costs, or bank charges.

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. Exchange rate adjustments will not be deemed a rate adjustment.

The manner of monthly billing available by Service will be designated by Customer in the Order and may consist of the following metered: (a) Actual Usage; (b) Peak Usage; (c) Average Usage; (d) Committed Usage; (e) Usage Overage; or (f) 95<sup>th</sup> Percentile.

Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent); and/or (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 <a href="https://www.lumen.com/taxes">www.lumen.com/taxes</a>.

**3.1.2** Lumen will automatically commence invoicing on the Service Commencement Date. If Service 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 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.

### 3.1.3 Revenue Commitment; Termination.

(A) Where any Order includes a revenue or usage commitment (which may also be referred to as "Committed Revenue" or Committed Usage in the Order), Lumen will invoice based on the commitment and usage. Monthly recurring charges are based on both the revenue or usage commitment and actual usage charges. To the extent actual usage (i) exceeds the revenue or usage commitment, Customer will pay the revenue or usage commitment plus the actual usage; or (ii) is less than the revenue or usage commitment, Lumen reserves the right to invoice Customer, and Customer agrees to pay, any shortfall between Customer's actual usage of Service and any revenue or usage commitment. Billing and true ups of commitments may be measured and applied monthly, quarterly, or annually.

- **(B)** The balance of any applicable minimum revenue commitment through the remainder of the Service Term is due and payable upon termination for convenience or termination by Lumen for default.
- **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 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 solely responsible for any security failures, incidents or related outages resulting from Customer's election to forego two-factor authentication.
- 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 Service 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), 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 Media Transformation specific terms.

Lumen will provide reasonable advanced notice, targeting 60 business days, if any upgrade to Media Transformation requires any changes or alteration to any data, interfaces, programs, operating systems, operating environments, or other equipment, software, or information in order to obtain the full functionality, performance of Media Transformation prior to installation of the upgrade. Maintenance and availability of previous versions of the software will be limited and Lumen is not responsible or liability for any failures in Service to the extent caused by failure by Customer to make needed changes.

Lumen will provide Customer at least 60 days' notice in advance of any services, features or capabilities being deprecated or no longer supported. Lumen will use commercially reasonable efforts to support Customer's continued use of such service for the duration of its Initial Term; provided however, such support is not a guarantee.

Customer will indemnify, defend, and hold Lumen harmless from and against all reasonable expenses (including reasonable attorney's fees) and damages finally awarded by a court of competent jurisdiction or a settlement approved in writing by Lumen, arising out of any claim by a third party that the Customer Media Content infringes, misappropriates, or otherwise violates that third party's rights in any intellectual property right. Notwithstanding the foregoing, Customer will have no obligation under this section to the extent that the infringement claim is based on the modification of the Customer Media Content by Lumen or its vendor or any agents, licensors, or subcontractors working on behalf of Lumen and Customer.

Customer grants to Lumen, a perpetual, non-exclusive, worldwide, sublicensable license to copy, create derivative works from, process and publish the Media Content as required to provide Media Transformation in accordance with this Service Schedule. Customer agrees to have all required rights, approvals, licenses, sublicenses, or any other required authorizations, including from its end-users, content creators or publishers (collectively, the "Approvals") prior to submitting any content for processing using Media Transformation.

Customer acknowledges that Lumen and its vendor collect data for purposes of monitoring and deploying the solution and may be delivered to support actional events or in conjunction with reporting, billing, and operational support & quality control purposes. Customer agrees to the collection and use of this information for these purposes.

Customer will not try to gain unauthorized access to, test the vulnerability of, or disrupt the Media Transformation services; or use in a way intended to work around the Media Transformation technical limitations or usage limits.

The Media Transformation service is designed for the provision and management of video, audio and/or data for entertainment use (or uses ancillary to entertainment use such as contribution and distribution of content to entertainment networks) only. The Media Transformation service is not designed, tested, manufactured or intended for operation or use in relation to any (i) military or military support activity; (ii) intelligence gathering, dissemination or planning activity; (iii) medical or medical observation activities; (iv) flight, navigation or related communication or planning activity (including without limitation activity in relation to air or space flight); or (v) any

other inherently dangerous, life-endangering or life-support applications. If Customer uses Media Transformation for a use other than entertainment purposes, then its use is at its own risk without any recourse against or with respect to Lumen.

- **3.9 Term; Renewal; Termination.** This Section 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.** Lumen Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant 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 reserves the right, upon 90 days' notice to modify any material terms of this Service Schedule, including charges, and/or discontinue any Service features.

- **3.9.2 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 Service 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 Service Term, then Customer will be liable for: (a) Service charges accrued but unpaid as of the termination date; (b) any out-of-pocket costs incurred by or imposed upon Lumen (e.g., licenses); and (c) an early termination charge equal to 100% of the (i) then current MRC, NRC, 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 or usage commitment or (ii) minimum revenue or usage commitment.
- 4. Additional 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 and/or or its licensors, or otherwise attempt to derive source code, trade secrets or other intellectual property relating to the Service from the other party and/or its licensors. 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 authorize any third party to use the Service, including without limitation the Lumen APIs. In the event 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.
- **4.1.3** Customer will indemnify, defend, and hold Lumen, its directors, officers, and employees harmless from any loss, damage, expense or liability, costs, and expenses (including reasonable attorneys' fees) related to any actual or alleged third party claim, including without limitation intellectual property infringement claims, arising from or relating to any content or services provided or delivered for Customer in connection with the Service.
- **4.1.4** Where Lumen might automatically replicate content uploaded in connection with the applicable Storage Service and retain such content during the Service Term, the Service is not a "vault" service and Lumen does not back up to offsite tapes or devices or provide restore services. Lumen recommends that Customer maintain a master copy of all content. Lumen will have no liability relating to the unauthorized use, disclosure of or destruction, loss, or corruption of content.
- **4.1.5** Customer understands and acknowledges the Services are not designed to any specific security requirements (e.g., Federal Contract compliance) and are not suitable for 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 CDN platforms and agrees to indemnity, defend, and hold Lumen and its affiliates harmless from and against any actual or alleged claims related to or arising out of Customer's use of the Services for such purpose.
- **4.1.6** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service in this Service Schedule to a third-party vendor without the express written consent of Lumen; provided, however Customer may bundle Services with any other Lumen Service(s) or the services of Customer and provide the bundled service to Customer's subscribers and its customers.
- **4.1.7 Open Source.** Certain Services, including Mesh Service, may include 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.

**4.1.8 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, including caching directives. Lumen is not responsible for any content (including the security thereof) that is lost, altered, intercepted, or stored across such networks or via use of the Services. Lumen and its third party suppliers do not warrant that security procedures will be error-free, that transmissions of content will be free of disruptions or secure or that unauthorized third parties will never be able to defeat Lumen's security measures or those of its third-party service providers.
- 4.3.2 DISCLAIMER. LUMEN AND ITS THIRD-PARTY SUPPLIERS HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET USER CONTENT. LUMEN AND ITS THIRD PARTY 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 OR OPERATION WITHOUT INTERRUPTION; (II) THE QUALITY, ACCURACY, OR RELIABILITY 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 (IV) THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES. Neither Lumen or its suppliers will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) loss or corruption of data or information transmitted through the Service. 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.
- **4.3.3 Direct Damages.** Except for the payment and indemnification 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 (i) twelve months immediately preceding the first event giving rise

to the cause of action for all CDN Services except Media Transformation; or (ii) during the applicable calendar year during which the first event giving rise to the cause of action for Media Transformation ("Damage Cap"). This limit applies collectively to Lumen, its affiliates, contractors and suppliers.

**4.3.4 Indemnity.** Customer will indemnify, defend, and hold Lumen, its affiliates, directors, employees and suppliers, and each of their respective employees and directors, harmless from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, resulting from or relating to any actual or alleged third party claim 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, data privacy, and data protection, in connection with Customer's use of the Service.

### 5. Definitions.

"95th Percentile" is a billing model for certain Services in which the total outbound bytes of Customer content delivered from each Region is determined every five (5) minutes ("95th Percentile") and each total being a "Sample". The highest 5% of Samples are discarded, and the remaining Samples will be the "95th Percentile Sample" for that Region and converted to Mbps. Lumen will invoice Customer based on the 95th Percentile Sample at the price set forth in the Order. 95th Percentile billing assumes Customer's utilization of the CDN Service will not contain any Sample greater than three (3) times the 95th Percentile Sample ("Disproportionate Peak") where Lumen reserves the right to invoice Customer for all usage that exceed the 95th Percentile Sample using the Actual Usage billing model at a price per-GB transferred equal to 1/32 of the stated price per-Mbps. Lumen reserves the right to bill Customer for all charges avoided as a result of Abusive Usage.

"Abusive Usage" means Lumen's belief as reasonably supported by records, data and other evidence that Customer has intentionally manipulated Customer's usage of the CDN Service to lower the 95th Percentile Sample.

"Actual Usage" means the metered usage for the Service (meaning Services or a combination of Service features detailed in this Service Schedule), , that is the total usage amount measured, charged in arrears at the per-unit rate or rates for the traffic tier(s) fulfilled or achieved in the relevant billing period.

"Average Usage" means the metered usage for the Service (meaning Services or a combination of Service features detailed in this Service Schedule), that is the average usage amount calculated, and charged in arrears at the per-unit rate or rates for the traffic tier(s) fulfilled or achieved in the relevant billing period.

"Client Usage" is a billing model for certain Services where Customer is invoiced for the peak number of end user clients who participated in sending and receiving content at the price per "end-user client" set forth in the Order. "End-user clients" means the peak number of end-user platforms (e.g. media players, browsers, download managers, set-to-boxes, etc.) that participated in receiving content from other end user platforms, and/or serving content to other end user platforms.

"Committed Overage" means the minimumum usage for the Service (meaning Services or a combination of Service features detailed in this Service Schedule), charged in arrears at the per-unit rate or rates for the traffic tier(s) fulfilled or achieved in the relevant billing period.

"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.

"Media Content" means content or data introduced into or made available by Customer for transmission over or using the Media Transformation 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.

"Peak Usage" means the metered usage for the Service (meaning Services or a combination of Service features detailed in this Service Schedule), that is the highest usage amount measured, charged in arrears at the per-unit rate or rates for the traffic tier(s) fulfilled or achieved in the relevant billing period.

"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. The Standard Service Contract Term will commence upon expiration of the Ramp period.

"Region" means a large geographic area such as North America as defined at Lumen's discretion.

"Regularly Scheduled Maintenance" means any scheduled maintenance performed to the CDN 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 a 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" collectively means (i) descriptions of add-on Services, other key features or functionality, including through a Portal; and/or (ii) rights, restrictions and terms applicable to use of certain key features. The Service Guide, located at <a href="https://www.ctl.io/legal">https://www.ctl.io/legal</a>, applies only to the extent Customer elects to purchase the applicable feature and may be updated from time to time, effective upon posting.

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

"Support" means Lumen CDN support services as more expressly described in the Service Guide.

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

"Trial Period" means a try and buy model where Customer, may for the time period identified in the Order, evaluate the Services. A trial as defined here may also be referred to as a POC. 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 or as specified in the Order.

"Uncommitted Usage" means the metered usage for the Service (meaning Services or a combination of Service features detailed in this Service Schedule), charged in arrears at the per-unit rate or rates, for the traffic tier(s) fulfilled or achieved in the relevant billing period.

"Usage Overage" means the metered usage for the Service (meaning Services or a combination of Service features detailed in this Service Schedule), measured above a defined usage amount, and charged in arrears at the per-unit rate or rates for the traffic tier(s) fulfilled or achieved in the relevant billing period.