

LUMEN COLLABORATION SERVICES SERVICE SCHEDULE

1. General. This Service Schedule is applicable only when Customer orders Lumen Collaboration Services ("Service"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order. Lumen's Collaboration Services (Audio), may also be referred to as "Conferencing Services" or "Collaboration Services" in the Order, Order acceptance, service delivery, billing, and related documents. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside 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.

2. Service.

2.1 Lumen offers AudioConferencing Services under this Service Schedule. Rates and Charges for the Services, the initial Service Term for which they are ordered, any minimum usage Commitments and specific features requested by the Customer will be set out on the Order (which may also be referred to as the "Order Form") or pricing schedule. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule without the express written consent of Lumen.

2.2 The Services are made available to the Customer on a 24-hour, 7 days per week, 365 days a year basis by contacting Lumen Conferencing Call Center using the toll-free customer telephone number provided to Customer, or by email.

2.3 Notwithstanding anything to the contrary in the Agreement and except as otherwise set forth expressly in this Service Schedule, delivery of Service will be deemed acceptance by Lumen of the Order.

2.4 Notwithstanding any terms to the contrary in the Agreement including any Orders, at the conclusion of the Service Term specified in the in the Order, Services will continue month-to month at the existing rates, subject to adjustment by Lumen on 30 days' witten notice to Customer.

2.5. Audio Conferencing.

2.5.1 Lumen provides the following Audio Conferencing Services:

(a) Ready-Access®. Lumen's subscription-based audio conference Service, offering shared-port, reservation-less, automated audio conference calls. Subscribers are assigned permanent access numbers and pass-codes to facilitate conference calls without operator involvement.

(b) Auto Event Call. An access method for reserved audio conference calls by which participants call into at least two toll or toll-free numbers and drop directly into conference in either a listen only or an interactive mode. This reservations-based Service is completely automated; an operator is available for technical difficulties. This Event Call type does not support a managed Q&A session or any of the other additional/enhanced features associated with audio conferencing.

(c) Event Express. A reservations-based audio conference Service. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. At least sixty percent (60%) of participants dial in to the Bridge and join the conference call in listen only mode, without the ability to actively participate. Remaining participants dial-in on a different number, are answered by a Lumen operator, placed into the conference call, and can actively participate in the call. A Lumen operator monitors the conference call and can conduct a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.

(d) Event Call. A high profile audio conference call, such as an earnings release. This call is accessible via toll or toll-free access and is fully operator-monitored. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. All participants are answered by a Lumen operator, placed into the conference call and can actively participate in the call. A Lumen operator monitors the conference call and conducts a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.

(e) Event Call Dial-Out. A high-profile audio conference call utilizing the Lumen operator to dial-out to all participants to connect them to the conference call. All additional/enhanced services associated with audio conferencing are supported on this call type.

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(f) Event Call Director. An online tool providing enhanced conference control and management of an Event Call by enabling the meeting organizer to view live who has joined the call, view and manipulate the question and answer session, and chat with the conference operator.

2.5.2 Lumen will take all reasonable measures to provide port availability; however, Lumen may not be able to provide port availability in the shared port Ready-Access service. Availability is on a first-come, first-serve basis. Consistent monitoring of port utilization enables Lumen to proactively increase capacity to meet Customer demand.

2.5.3 Features. The table below sets out the features generally available as part of Lumen’s standard packages for Audio Conferencing Services, listed by service, for attended and unattended conference calls. (An “X” denotes inclusion of the specified feature for that call type.) The feature list below is non exhaustive and certain features are subject to availability. Feature availability is subject to change. Additional charges, as set out in the Order apply to these features where indicated below.

		Ready-Access	Automated Event	Express Event	Event Call
CONFERENCE CALL COMPONENTS	Call Size	8, 16, 24, 35, 50, 60, 75, 96, 150 or 300 lines	3 – 300	3 – 3500	3 – 250
	Operator Availability	Technical assistance	Technical assistance	100% Operator Monitored	100% Operator Monitored
	Reservation Confirmation		X	X	X
	Access with a Passcode	X		Partial	X
	Customized Introduction		Semi-Custom	Semi-Custom	Semi-Custom
	Dial in on a Toll Number	X	X	X	X
	Dial in on a Toll-free Number	X	X	X	X
	Enhanced Services Availability	X		X	X
	Listen-only Mode	Chair/Part. Controlled	X	X	X
	Music While on Hold	X	X	X	X
	Operator Access	X	X	X	X
	Operator Dial Out	Chairperson	Partial	X	X
	Operator Greets All Callers			Partial	X
	Q&A Session Coordination			Selected Participants	X
	Roll Call	Automated		Partial	X
	Security Screening	Automated		Partial	X
	Standard Introduction			X	X
	Standing Reservation	X	X	X	X
	Participant Notification			X	X
	Communication Line			X	X
Participant List (faxed or e-mailed)			Partial List	X	
Recording/Taping			X	X	
Conference Playback	X		X	X	
Taped Conference Rebroadcast			X	X	
Transcription			X	X	

Notes: * Available subject to additional conditions.

3. Customer Responsibilities.

3.1 Customer agrees that during the Service Term of the Services, for any ordered Conferencing Service, Lumen will be used as its primary supplier of that type of conferencing service.

3.2 Customer agrees to allow Lumen to identify Customer as a customer or client in its marketing communications materials for any ordered Conferencing Service.

3.3 Content Indemnification. Customer will defend Lumen, its directors, officers, and employees from any loss, damage, expense or liability, including settlement costs, related to any third party claim arising from or relating to any content provided or delivered by or for Customer in connection with the Services. Lumen reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

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3.4 Recording. Certain Services include a feature that allows users to record the contents of communications. Many states' laws prohibit recording the content of communications unless the individual recording the communication provides notice to, and obtains the consent of, all of the participants to the communication. While certain of the Services include a feature that is intended to provide notice to participants of a conference call when recording is initiated, ***it is the users' responsibility to obtain participants' consent to recording as required by applicable laws.*** Customer will defend, Lumen from any claim, liability or loss, including settlement costs, arising in connection with Customer or Customer's users' failure to obtain consent of any participant of a conference call.

3.5 Minimum Usage and Billing. If any of the rates or charges for Conferencing Services to be provided to Customer are conditional upon a specific monthly usage/volume commitment relating to the use by Customer of those Conferencing Services (a "Commitment"), the amount of that Commitment, as agreed with Customer, will be set out in the Order. Unless otherwise agreed in writing between the parties, Customer's payment of charges related to usage of Conferencing Services only will count towards satisfaction of the Commitment. No other charges, fees or amounts will contribute to the Commitment. In such circumstances, Customer agrees that if its payments for use or purchases of Conferencing Services should be less than the Commitment amount for the relevant period, Customer will pay Lumen a shortfall charge (the "Shortfall Charge") calculated in the following manner:

(a) in the case of a dollar (or other currency) based Commitment, an amount equal to the Commitment amount applying for the relevant period (i.e. month or year) less all usage charges (excluding taxes and surcharges) paid by the Customer for the Services during the applicable period; and

(b) in the case of a Commitment based on minutes of usage, an amount equal to the shortfall by which the Customer missed the Commitment amount, multiplied by the applicable per minute rate for the applicable Conferencing Service(s).

3.6 Customer agrees that the Commitment is a take or pay and that the Shortfall Charge provided for in this Section is a reasonable approximation of the benefit of Lumen's agreeing to provide Customer with the Service(s) at the agreed rates, and is not a penalty.

3.7 Billing. Charges for Conferencing Services provided under these terms and conditions may be invoiced by an affiliate of Lumen and such charges will be invoiced as follows:

(a) For US customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, EURO or CAD;

(b) For EU customers, all charges will be invoiced and payable (at Customer's option) in USD, GBP, or EURO;

(c) For Canadian customers, all charges will be invoiced and payable (at Customer's option) in USD or CAD; and

(d) For Customers in the Latin Americas region, all charges will be billed by Lumen or the affiliate that is a party to the Agreement with Customer under which the Services are provided; all charges will be invoiced and payable in USD unless otherwise agreed in writing between the parties or otherwise required by local law.

3.8 Customer is responsible for all charges respecting the Services, even if incurred as the result of unauthorized use.

3.9 Pricing. Charges for Audio Conferencing Services are per minute, per line, and include toll, toll-free, dial-out, and bridging charges. International dial-out charges are additional for all call types. Call time is measured in minute increments from when a conference participant is connected to a Bridge for a conference until the time that conference participant is disconnected from that Bridge.

- Ready-Access: Toll, Toll-free, Dial-Out.
- Auto Event Call: Toll and Toll-Free.
- Event Express Call: Toll, Toll-Free, and Dial-Out.
- Event Call: Toll, Toll-Free, and Dial-Out.

Charges for all Audio Conferencing services, including any ancillary charges for additional services or features ordered by Customer, will be set forth on the Order for the Service (collectively "Charges"). Notwithstanding any language in the Agreement to the contrary, billing for all elements Audio Conferencing Services is in arrears.

3.10 Customer understands that the Charges applying to the Service are reflective of the charges levied on Lumen by third-party providers ("Third Party Charges") who terminate calls to numbers on networks owned and/or operated by those and other third-party providers, and that those Third Party Charges may be subject to change during the term for which the Service is to be provided by Lumen to Customer. Accordingly, Lumen reserves the right, upon 30 days' written notice, to increase the Charges applying for calls made to specific call destination regions and/or to change Charges based on changes to Third Party Charges, which revised Charges will take effect at the expiry of the 30-day notice period.

3.11 Compliance with Laws. Customer acknowledges that elements of the Services (including, but not limited to, the recording of audio conferencing calls) may be subject to laws and regulations in the jurisdictions in which those services are provided, including export control and privacy laws ("Applicable Laws"). Lumen and Customer undertake to comply fully with all Applicable Laws in the provision and use of the Services respectively. Lumen reserves the right to engage a third party licensed in a relevant territory to provide the Conferencing Services where necessary to comply with Applicable Laws.

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4. Additional Service Limitations and Disclaimers.

4.1 Warranties. Conferencing Services are delivered “as is” without any warranties or service level commitments of any kind. EXCEPT where expressly set forth in this Service Schedule, Customer’s sole remedy for any non-performance, outages, failures to deliver or defects in service is the right to terminate the Conferencing Service without incurring termination liability.

5. Definitions.

“Bridge” means equipment installed at Lumen Conferencing Services' location(s), including software, necessary cabling and modem equipment, with capabilities to link multiple telephone callers or videoconference sites into a single conference and conduct multiple simultaneous conferences.

“Call Summary” means reports for videoconferences listing video usage statistics which may be requested by Customer, which may include number of meetings scheduled, number of meetings canceled, number of Multipoint Videoconference calls executed, number of videoconference call hours by site, average videoconference length, number of trouble tickets opened, and number of trouble tickets opened by category.

“Chairperson/Subscriber” means end-user customer who acts as the moderator for a conference call.

“Dial-In Conference (Meet-Me)” means the process whereby Chairperson notifies conference participants of scheduled time of conference call and participants initiate calls into the conference calls at the scheduled time via pre-defined access telephone number.

“Dial-Out Conference” means the process whereby the Chairperson notifies conference call participants of the scheduled time of a conference call and a Lumen operator dials participants and connects them to the scheduled conference call.

“Hybrid Meeting” means a videoconferencing meeting incorporating both video and audio-only sites. This feature is not included in standard pricing for audio conferencing services, additional charges apply to a videoconferencing Hybrid Meetings.