

## LUMEN SOLUTIONS AND SERVICES SCHEDULE

**1. General.** This Solutions and Services Schedule ("Schedule"), which may also be referred to as Lumen Custom Solutions and Services Schedule, is entered into between Lumen and Customer. "Lumen" is defined for purposes of this Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Schedule. This Schedule is governed by and incorporates by reference the Lumen or CenturyLink Master Service Agreement ("MSA") or other service agreement executed between the parties, or the then current standard Lumen Master Service Agreement if no agreement has been executed. This Schedule, any attached or incorporated documents, Statements of Work ("SOWs"), Solution Service Orders ("SSOs"), Change Requests, and the applicable agreement between Lumen and Customer collectively comprise the agreement between the parties ("Agreement"). If the MSA or other service agreement is silent or conflicts with this Schedule, this Schedule controls for purposes of the Services provided under this Schedule unless otherwise set forth in a SOW or SSO. Capitalized terms used and not otherwise defined in this Schedule will have the meaning set forth in the Agreement.

**1.1 Additional General Terms.** Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this 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.

**2. Services.** Lumen will provide services identified in the applicable SOW, SSO, or Change Request ("Services"). Services are provided by the Lumen affiliate identified in the SOW, SSO, or invoice. Lumen may utilize its own employees or subcontractors and may change, modify, or replace any Lumen hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in this Schedule, the SOW, SSO or Change Request. Lumen's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities. Lumen will receive additional time to complete the Services after Customer complies. Customer's noncompliance may result in an adjustment of the charges, including charges for additional hours required to complete the Services. Any service level commitments or remedies are contained in the applicable SOW or SSO.

### **3. Customer Responsibilities.**

**3.1 Charges; Service Commencement.** Lumen will begin billing for Services as of the "Service Commencement Date" which is the date Lumen begins performing the Services, or as may be set forth in the applicable SOW or SSO. Charges for certain Services are subject to (a) a property tax surcharge 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](http://www.lumen.com/taxes).

**3.2 Non-solicitation.** Customer or its third party will not knowingly solicit or recruit for employment or hire any Lumen Resource for one year following the termination of a SOW for which the Lumen Resource performed work for Customer, except that Customer may recruit or hire a Lumen Resource identified by Customer solely as a result of the Lumen Resource's response to a non-specific, general advertisement by Customer. "Lumen Resource" means a non-exclusive team consisting of either Lumen employees, consultants or contractors assigned by Lumen to perform the Services.

### **4. Additional Terms, Service Limitations and Disclaimers.**

**4.1 Service Limitations.** Lumen will not be liable for any damages incurred by Customer or third parties resulting from Customer's reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations received by Customer. Each party's total aggregate liability arising from or related to the Services will be limited to the total charges paid or payable under the applicable SOW or SSO that gave rise to the claim, except that Customer remains liable for its payment obligations and any Customer specific indemnification obligations. Customer's sole remedy for any dissatisfaction with the performance of any of the Services is to terminate the relevant SOW or SSO unless an SLA applies.

**4.2 Disclaimer of Warranties.** THE SERVICES, INCLUDING ANY HARDWARE OR SOFTWARE, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY WITH CUSTOMER SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) THE SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER; (B) ALL ERRORS CAN OR WILL BE CORRECTED OR IDENTIFIED; (C) ALL RISKS, POTENTIAL SECURITY AND/OR COMPLIANCE GAPS WILL BE IDENTIFIED; OR (D) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

**4.3 Compliance and Security.** Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by Lumen from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The Lumen information security program is subject to reasonable changes by Lumen from time to time. Customer will ensure that all Customer data transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

#### **4.4 Intellectual Property; Software.**

**4.4.1 Intellectual Property.** Lumen's intellectual property and proprietary rights and technology includes services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer Technology), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed or acquired in the course of configuring, performing, or managing the Service (collectively, "Lumen Technology"). Each party agrees that it will not, directly or indirectly, (i) reverse engineer, decompile, reproduce or otherwise attempt to derive or gain access to source code, trade secrets, or other intellectual property; (ii) copy, modify or create derivative works in whole or in part (unless expressly provided herein); (iii) resell, license, sublicense, transfer or otherwise make available; (iv) remove any proprietary notices; or (v) use any information, material, software or technology of the other party or its licensors in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right. Except as expressly set forth below with respect to Document Deliverables, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

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

**4.4.3 Lumen Provided Software.** Customer and its users will not use any software provided by Lumen or its licensors, including any corresponding documentation, for any purposes beyond the scope of the license or grant of access. Customer agrees that certain third party licensors of the software may require an end user license or agreement ("EULA") identified in the SOW or SSO and/or any applicable manufacturer terms and conditions located on manufacturer's website. Customer understands that any such EULA or terms may be modified or added at any time. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software, including purchasing supported upgrades at its cost where needed for Lumen's continued performance of Services. Lumen may charge Customer for support or additional tasks incurred from Customer's continued use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability in such events.

**4.4.4 Customer Provided Software and Customer Technology.** If Customer elects to use Customer provided and/or licensed software in connection with the Services or make such software available to its end users, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software; and (c) ensuring Lumen has all appropriate access, permissions and ability to contact the applicable licensor on Customer's behalf. Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities may result in Lumen's inability to provide the Services, in which case, Lumen will have no liability for failure to provide such Services. To the extent required by Lumen to provide the Services, Customer grants to Lumen, its subsidiaries, affiliates, and any third parties performing all or part of the Service on behalf of Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology. All right, title and interest in and to any Customer Technology will remain solely with Customer, its affiliates and their licensors. "Customer Technology" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

**4.4.5 Freedom of Action.** Nothing in the Agreement will preclude Lumen from developing, marketing, and distributing any software or integration code or performing any services similar to the Services for itself or for any third party, provided that Lumen is in compliance with confidentiality obligations under the Agreement.

**4.5 Confidentiality.** In addition to the confidentiality terms contained in the Agreement, confidential information also includes Lumen Technology and Customer Technology. Lumen Technology and all enhancements and improvements are the exclusive property and confidential information of Lumen. Customer Technology and all enhancements and improvements are the exclusive property and confidential information of Customer. Confidential information will not include Customer data, the obligations for which are governed by the Compliance and Security section.

**4.6 Miscellaneous.** Customer will defend Lumen, its affiliates, agents, and contractors from any third party claims arising from the actions of Customer and its employees as related to the Services or Lumen Resources and pay for any resulting damages or settlement costs. Customer is prohibited from reselling Services provided pursuant to this Schedule or any SOW or SSO without the express written consent of Lumen and, if applicable, Lumen's subcontractor. Lumen or its subcontractor(s) may access or use Customer's personal information (including business contact information) across its global geographic operations as necessary to provide, support or improve Services or to otherwise perform under the Agreement. Customer will ensure that all information provided to Lumen is accurate at all times and that any business contact has consented to Lumen's processing of Customer's personal information for such purposes.