

Lumen Service Guide

Customer Premise Equipment (“CPE”)

April 27, 2021

This CPE Service Guide (“SG”) sets forth the descriptions, including technical details and additional requirements or terms, of the CPE offerings and maintenance services provided by Lumen. Services are purchased pursuant to the CPE Service Schedule (“Service Exhibit”) and the Agreement. This CPE Service Guide supersedes the Detailed Descriptions previously governed by a Customer’s Select Advantage Service Exhibit. Notwithstanding anything to the contrary in Customer’s underlying agreement, the Select Advantage Service Exhibit and the Detailed Descriptions, Customers purchasing under a Select Advantage Service Exhibit agree that all subsequent purchases will be governed by this CPE Service Guide rather than the Detailed Descriptions.

1. CPE

1.1 Service Description

Lumen provides customer premise equipment (“CPE”) hardware and software manufactured by ADTRAN, Avaya, AVST, CheckPOINT, Ciena, Cisco, HP, Juniper Networks, Meraki, Mitel Networks Corporation, Polycom and other Lumen approved vendors (“Products”). All sales are final, except as provided by Product manufacturer. Products may be referred to as “Materials” in certain ordering, quoting, and invoicing documents. Lumen only permits the return of Products in accordance with the Lumen RMA Policies.

1.2 Software

Software will be licensed or sublicensed to Customer according to the licensing agreement accompanying such software. If the software is not accompanied by a license, Lumen grants personal, nonexclusive, limited sublicense to Customer to use copies of the software in object code form only. The license is effective upon shipment and extends only to Customer’s own use of such software and only on or with the designated Product. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor.

1.3 Title, Invoicing and Security Interest

Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by Lumen, its agents or subcontractors. Lumen will invoice Customer for such Product upon delivery confirmation. Until Customer pays Lumen in full for any Product, Customer (a) grants to Lumen a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes Lumen to file a financing statement with or without Customer’s signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to Lumen.

1.4 Manufacturer EULA and Other Terms and Conditions

Products purchased by Customer are subject to certain manufacturer terms and conditions, including, but not limited to, the applicable end user license or agreement (“EULA”) identified below. EULAs for certain Products may be viewed at the below URLs or successor URL as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable manufacturer terms and conditions located on manufacturer’s website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable terms and conditions from the manufacturer.

- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_search?query=eula
- Audiocodes: <https://www.audiocodes.com/services-support/maintenance-and-support>
- Avaya: <https://support.avaya.com/helpcenter/getGenericDetails>
- CheckPoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Ciena: <https://media.ciena.com/documents/EULA.pdf>
- Cisco: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html
- Cradlepoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/converged-infrastructure/legal-terms/index.htm>
- Eaton: <https://www.eaton.com/us/en-us/company/policies-and-statements/terms-and-conditions.html>
- HP: <https://www.hpe.com/us/en/software/licensing.html>
- Juniper: <https://support.juniper.net/support/eula/>
- Mitel: <https://www.mitel.com/legal>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>

- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

1.5 Manufacturer Warranty

Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Products will be subject to the applicable warranty terms and conditions located on manufacturer's website, provided that Lumen has the right to pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Products remain subject to the applicable warranty terms and conditions from the manufacturer.

- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty
- Audiocodes: <https://www.audiocodes.com/services-support/maintenance-and-support>
- Avaya: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>
- CheckPoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Ciena: <https://my.ciena.com/CienaPortal/s/global-search/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsouce=|Technical%20Publications>
- Cisco: <https://www.cisco.com/c/en/us/products/warranty-listing.html>
- Cradlepoint: <https://cradlepoint.com/about-us/terms-of-service/msp-addendum/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm>
- Eaton: [https://www.eaton.com/us/en-us/site-search.searchTerm\\$Eaton::com%20:%20Warranties.tabs\\$all.html](https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html)
- HP: <https://support.hpe.com/hpsc/public/home>
- Juniper: <https://support.juniper.net/support/warranty/>
- Mitel: <https://www.mitel.com/legal/products-warranty-and-limitation-liability>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>
- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.

1.6 Warranty Claim Support

Lumen will provide warranty claim support to replace defective hardware during the manufacturer's warranty period for Products, as defined within this CPE Section of the SG, only when such Products are purchased through Lumen. All other CPE, even if purchased from Lumen, are excluded from Lumen warranty claim support and warranty implementation is the sole responsibility of Customer. Warranty claim support for software media replacement is limited to replacement of CD, tapes and other media prior to Acceptance of the Product.

All Customer warranty claims will be supported through the RMA processes. All warranty coverage periods start on the date the Product is shipped from the manufacturer unless manufacturer warranty card included with Product states otherwise. Lumen will provide at no charge to Customer, manufacturer warranty claim support for 90 days after the equipment is shipped from the manufacturer. After that period, a \$250.00 charge per case/trouble ticket will apply. This charge excludes labor associated with trouble isolation if such assistance is required or requested. Warranty claim support is provided at the discretion of Lumen and is subject to change without notice. UNDER NO CIRCUMSTANCE WILL LUMEN'S SUPPORT OF ANY CUSTOMER WARRANTY CLAIM EXCEED THE SUPPORT, POLICIES, OR PROCESSES EXTENDED TO LUMEN BY PRODUCT MANUFACTURER. "Center" means the Lumen Customer Service Center (Center) reachable at **800-227-2218**.

1.7 Warranty Parts

Defective warranty parts are replaced either by: (a) Return and Repair Service; or (b) Return and Replace Service. Repaired Product should be returned to Customer within 30 days, but Lumen makes no guarantee. Replacement parts are covered for the remaining period of the warranty for the product. Lumen owns all defective parts returned in exchange for AR except those Lumen chooses to return to Customer. Customer should assume Lumen holds no replacement parts for warranty claims. "Return and Repair Service" means

Customer will return Product to Lumen and Product manufacturer will repair Customer's defective Product. "Return and Replace Service" means Customer will return Product to Lumen and Product manufacturer will replace Product with the same or similar Product that is functionally equivalent in terms of features, function, fit and compatibility.

1.8 Return Material Authorization ("RMA") Policies.

Product Return Material Authorization Policy. RMA is limited to Product with warranty or maintenance coverage. RMA only supports like-for-like replacement of Product. "Return Material Authorization" or "RMA" means manufacturer or Lumen authorization to return Product. LUMEN WILL NOT ACCEPT THE RETURN OF ANY PRODUCT WITHOUT PRIOR APPROVAL FROM PRODUCT MANUFACTURER. Manufacturer may assess fees or charges associated with RMA. Product returns are subject to one of the following two RMA policies. Customer must call the Center for assistance with a Product return and issuance of the RMA number.

- **Pre-Acceptance Product Return.** Return is conditioned upon: (i) the Product being returned in its original box, (ii) Product has not been opened or installed, (iii) box does not have writing on it, (iv) the factory seal has not been broken and (v) manufacturer's agreement to accept return of the Product. Product must be returned using the issued RMA number and shipped to location specified in RMA. Product must be received by Lumen within 10 business days of the RMA Creation Date. If Product is not received by Lumen within 10 business days of the RMA Creation Date, Lumen reserves the right to bill Customer for any Advance Replacement Product provided to Customer. "Advance Replacement" or "AR" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. "RMA Creation Date" means the day that Lumen provides the RMA number to Customer.
- **Post Acceptance Product Return for Warranty Replacement.** Lumen provides warranty claim support only for Products purchased through Lumen. Defective Product must be received by Lumen within 10 business days of the RMA Creation Date. Product must be returned using the issued RMA number. Customer is responsible for all return shipping costs. Lumen reserves the right to cancel RMA request if defective Product is not received by Lumen within 10 business days of the RMA Creation Date. Lumen will not provide warranty claim support if Lumen has not received payment for Product within 90 days of Acceptance.
- **Restocking Fees.** Requests for RMA are subject to a fee of 25% of Product price paid by Customer, except as waived solely within Lumen's discretion for Product returns concerning Bundle services and manufacturer errors. Customer is responsible for any damage to the Product while in Customer's possession and during return shipment to Lumen.

1.9 Miscellaneous

- **Advance Replacement ("AR") Charges.** If manufacturer of Product offers an AR service and Customer requests AR for defective Product, Lumen will facilitate the AR and charge Customer \$500.00 per AR. AR utilizes Lumen RMA processes. An Order Form must be authorized to cover \$500.00 AR charge and cost of replacement Product. Customer is also responsible for all services charged by the Product manufacturer for AR service. Lumen provides no warranty on manufacturer AR services. Customer will only be charged for replacement Product if Customer fails to return Product as outlined in RMA Policies.
- **Expedites.** If Customer requests an expedited delivery of Product, and Lumen can and chooses to comply with the request, the following charges will apply: (a) a \$500.00 expedite request charge; (b) a \$50.00 per expedited item charge; and (iii) all shipping charges.
- **Export.** Customer will not export Products. Lumen is prohibited by its Product manufacturers from selling Products that will be exported.
- **Trade-In.** If Customer trades in any Product through Lumen under any manufacturer terms, Customer will indemnify and hold Lumen harmless from any liabilities, including charges imposed on Lumen, arising from Customer's failure to comply with the manufacturer's terms.
- **Misuse.** Lumen may provide information relative to Product operation and features, and recommendations for protecting Product against fraud, malice, and unauthorized access, however, Customer is solely responsible for the security of its own Product. Lumen and its affiliates and subcontractors are not responsible for damages relating to unauthorized access, fraud, or other misuse of Customer's Product.

2. CPEaaS

2.1 Service Description

CPE as a Service ("CPEaaS") is a service where Products and Services are offered to Customer monthly for the Service Term identified in the Order Form. CPEaaS includes implementation, unless otherwise stated in the Order Form, maintenance and use of the Products. Except as set forth in this CPEaaS Section, the Products and Services are subject to and controlled by the other applicable sections of this Service Guide. As defined within this CPEaaS Section of the SG, "Products" means CPE and software offerings from Lumen, and "Services" means offerings from Lumen that (a) install, maintain or manage the Products; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services. Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Acceptance of CPEaaS occurs (a) upon delivery of the Products where Customer purchases only Products and Installation or (b) upon installation where Customer purchases Products, Installation and Maintenance Services.

2.2 Delivery

Products will be delivered to the Customer's location(s) identified by Customer to Lumen. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by Lumen.

2.3 Ownership and Use

Except as provided in the Product Purchase subsection below, Product is the personal property of Lumen, even if the Product, or any part of the Product, is affixed or attached to Customer's real property or any improvements on Customer's real property. Customer has no right or interest to the Product other than as provided within this CPEaaS Section and will hold the Product subject and subordinate to the rights of Lumen. Customer will: (a) at its own expense, keep the Product free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the Product, except as approved by Lumen in writing. Customer will not remove, alter or destroy any labels on the Product and will allow Lumen the inspection of the Product at any time.

2.4 Loss; Replacement of Damaged Product

As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the Product following delivery from any cause whatsoever (collectively, "Loss"). Customer will indemnify, defend and hold harmless Lumen its affiliates, and contractors for any such Loss. Customer will advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due. Where Product is replaced due to Loss or damage not covered by maintenance under the applicable section of this Service Guide, Customer will pay: (a) the full replacement value of the damaged Product, and (b) a one-time charge to cover Lumen's cost to ship the new Product. If Customer requires on-site assistance from Lumen to install the replacement Product, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Guide will continue to apply. Replacement Product may or may not be the same model.

2.5 Product Purchase; Ongoing Maintenance

Upon termination or expiration of the Service Term, Customer will purchase Product outright for \$1.00 on an "as-is and where-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the Lumen provided CPE is transferrable to Customer. Upon invoicing, title for the Purchased Product immediately transfers to Customer. Customer will become owner of the Purchased Product and bear all responsibility for the Purchased Product, and, as such, agrees to release Lumen from all and any liability relating in any way to the Purchased Product. Upon Customer's ownership of the Purchased Product, Lumen will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all Purchased Product and also becomes responsible for proper disposal of the Purchased Product.

2.6 Insurance

Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the Product until the Product is purchased, the following insurance: (a) "All-Risk" property insurance covering the Product for the full replacement value, naming Lumen or a third party provider designated by Lumen as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming Lumen as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to Lumen insurance certificates evidencing such insurance.

3. Lumen Portable WiFi

a. Service Description

Lumen Portable WiFi supplies Customer with (a) one (1) Cradlepoint LTE router, (b) a powerpack with power supply, (c) a Viewport, to allow for viewing of the Cradlepoint router lights, (d) a power plug, and (e) an RJ45 bulkhead assembly contained within a portable rugged case ("Unit"). Lumen will also provide installation of up to two (2) SIM cards and configuration of the Cradlepoint router, as well as assembly of each Unit. SIMs and WiFi data plans must be purchased separately. Terms and conditions set forth in Sections 1.2-1.9 above are applicable for Portable WiFi.

Portable WiFi includes Lumen-provided support for the first thirty (30) days following Acceptance to assist Customer upon receipt of assembled Units. This support includes review and troubleshoot of Cradlepoint settings and limited Customer network settings. Support will be by phone Monday through Friday, 8:00am to 5:00pm MST. Support calls will be limited to ninety (90) minutes of support per Unit. Additional support must be purchased separately.

b. Customer Responsibilities

- Customer acknowledges that Unit assembly time may vary due to factors including, but not limited to, source of materials, staging time, order size and volume, and Customer requirements.
- Customer will provide Cradlepoint configurations a minimum of three (3) weeks prior to the first assembly.
- Customer agrees that Lumen will not be charged for any cellular charges to provide consulting and testing.

c. Lumen Responsibilities

- Some configurations may require connection to the Customer's network. If required, Lumen will provide pricing to set up the connections using a VPN in the Order for the project.
- Lumen will work with the Customer to determine the delivery method of the completed Units to the Customer central location. Delivery costs are not included in the Customer Order.
- Lumen telephone support will meet industry standard support efforts relative to the issues presented by Customer.

4. Installation Services

a. Service Description

Lumen will provide certain installation services for Products that Customer purchased from Lumen through the Product manufacturer as defined by the Product manufacturer ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its discretion. Products includes all Products subject to the CPE and CPEaaS Sections of this Service Guide.

b. Coordination and Customer Requirements Validation

As applicable,

- Lumen will coordinate the implementation of Products between Customer and Lumen, and other third parties as required and will manage deadlines and milestones.
- Lumen will gather from Customer's designated contacts the applicable technical, design requirements and site information, such as:
 - Floor plan & phone set layout
 - LAN/WAN IP information and network architecture details
 - Router configuration data
 - Switch configuration data
 - Phone set / station assignments and features
 - Voice configuration parameters
 - Circuit/network/telco order and network infrastructure connectivity and system configuration information
 - Application information required for purchased applications
 - Call Manager design (i.e., Call Admission Control, Dial plan requirements and Redundancy)
 - Directory access and integration
 - Quality of Service ("QoS") details
 - Network service provider capabilities and SLA
 - Any additional features of the Product that may be required or requested by Customer
- Lumen will perform feature, functional and architecture analysis from data gathered.
- Lumen will compare functional requirements with the available features/functionality of the Product to any solution that may exist in Customer's environment.
- Lumen will create and verify equipment configuration.
- Lumen will identify and present feature/functionality and/or design gaps to Customer to ensure acceptance of deviations from requirements. Document gaps for risk assessment documentation. Lumen and Customer will determine whether a gap can be removed by pointing out similar functionality with existing features. Discuss and document feature/functionality and/or design alternatives and ensure that Customer understands implications of each alternative.
- Lumen will assign a technician to configure, stage, and test the equipment.
- Schedule a technician and/or Senior Design Engineer to gather station information, program features and station information, and to train Customer personnel.
- Lumen will assist in testing the equipment and the associated networks and purchased applications (per the Lumen Purchase Order), to ensure proper operation.

c. On-Site Deployment

If Services are deployed to Customer's site to install Products, the following applies:

- Access to Installation Site
 - Customer will provide access at the installation address(s) during regular business hours from: 8:00 AM to 5:00 PM local time Monday through Friday, plus after-hours access at any pre-arranged dates/times.
 - Customer will provide any security personnel, codes, badges or other access methodology required for staging, installation, and training.
- Services include, as applicable:
 - Staging
 - Assembly of base equipment, both hardware and software
 - Configuration of base equipment
 - Functionality and purchased application testing
 - Unboxing, assembly, and distribution of phone sets
 - *Note: Customer responsible for disposition of empty boxes & any replaced equipment.*
 - Unpack and inventory equipment, reporting any damaged hardware or partial shipment
 - Mount and connect the chassis equipment
 - Program Customer stations and quoted features
 - Power-up & diagnostics
 - Attach cables
 - Test connectivity
 - As may be required, schedule and perform telco cut-over
 - Place and connect phones
 - Provide a phone quick reference guide (one per Customer phone)
 - Provide phone tutorial CD and administrator's guide reference online link
 - *Note: Customer is responsible for moving office furniture and other obstructions*
- Except as otherwise provided in an Order Form, Services **will not** include the following:
 - Additional wiring or cabling; supply, assembly, installation or maintenance of racks, shelves, or any other physical structure to which the equipment is to be mounted; ancillary materials such as power/extension cords, rack/wall mount bolts/screws, wires, cables, connectors.
 - Troubleshooting or installing the wiring, extending wiring and/or cabling, to include telco demarcation points.
 - Providing, installing, verifying (tone & tag), or labeling of Customer phone wiring.
 - Supply and / or assembly of racks, shelves or tables which are not included in the Lumen Bill of Materials.
 - Accessing or troubleshooting **third party** hardware, software, or network and circuits
 - Optimizing or troubleshooting Customer applications not listed in the Lumen Bill of Materials.
 - Installation or configuration changes that are results of site additions, deletions, re-locations or changes in Customer's network strategy or design requirements that deviate from the agreed upon site listing
 - Software upgrades, with the exception of upgrades designed to address a circuit affecting issue on the equipment being installed.
 - Installation or maintenance of "soft" computer software phones.
 - Moving of office furniture for the installation of Customer phones or access to panels.
 - Configuring or installing additional Customer hardware
 - Configuring third party or pre-existing servers.
 - If the Service requires **Customer-provided** servers, Customer is responsible for ensuring that those servers meet manufacturer and/or software-provided specifications for hardware and software. Failure of test & turn-up of desired server applications due to missing the specifications will result in any extra time or trips being billed at standard time and material rates.
 - Customer is responsible for conduit, cable trays, wire raceways, and power configurations, as required by state and/or local electrical regulations or fire codes, as well as manufacturer specifications.

d. Potential Additional Charges for Installation Services

The installation date may be in jeopardy, with additional charges incurred to Customer, if Lumen or its subcontractors are delayed due to lack of needed Customer information, inaccurate or incomplete information provided, or lack of site readiness. Lumen reserves the right to invoice for all labor services and equipment provided if work is stopped, delayed, or rescheduled for more than 30 days, due to a request by Customer, or as a result of Customer's failure to meet the responsibilities outlined in this Service Guide or applicable Order Form, or for any other reason beyond Lumen's control. Additional potential charges might include:

- Expedite Fee: Fixed rate surcharge to schedule the installation before the next nominally available date. Customer may request that the installation process be accelerated. The fee helps to offset the additional costs of special processing and rush shipment of the equipment to the site. Lumen will grant an expedite request and incur the fee only if the service and equipment are available.

- **Time and Materials (T&M):** Hourly rate for services performed beyond those covered by the Order Form, and for those instances where Customer or other parties (i.e. beyond Lumen's control) delay Lumen's progress and / or completion of the Service. At Customer's request, Lumen can arrange for onsite or remote services (T&M) in addition to the tasks covered in this Service Guide or applicable Order Form.
- **Site Not Ready (SNR), Rescheduling, or Cancellation:** Fees to cover costs of canceling or rescheduling the Service, assessed on a per site basis. Lumen will waive these fees if five business days' notice is given.
- **After-hours:** additional compensation for services performed outside normal business hours – normal business hours is defined as Monday through Friday (exclusive of Holidays), 8am thru 5pm, local site time. At Customer's request, Lumen can arrange for services and support on weekdays after normal hours, or on Saturdays, Sundays, or Holidays.

5. Lumen Provided Maintenance Services

a. General Service Components

Except as otherwise provided, the following service components apply to all maintenance and support services in this section ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents.

- **Safety Compliance:** Lumen and Customer will adhere to all Safety Regulations. Lumen will not work in any area where a Hazardous Substance is present. Lumen may work in an area containing non-friable asbestos if Lumen determines, in its sole judgment, that the work will not disturb or cause the asbestos to become friable. Customer is responsible for informing Lumen of the existence, location and condition of any Hazardous Substances that may be in or around the Lumen work area. Customer will indemnify and hold Lumen harmless from any fines or other liabilities of Lumen arising from Customer's failure to inform Lumen of Hazardous Substances. Additionally, Lumen may suspend work from the time it reasonably identifies areas where Hazardous Substances may be present until the work area is in compliance with all Safety Regulations. Any such suspension is not a default of the Agreement, and any delays from the suspension may result in a similar delay in work completion, without penalty to Lumen. If the parties cannot agree whether Lumen's work can be performed through completion without a violation of Safety Regulations, or cannot agree to payment of added costs, if any, either party may terminate the Agreement without penalty. Such termination will not affect Customer's obligation to pay for Service provided by Lumen prior to the effective date of termination. "Hazardous Substance" means a substance regulated by any Safety Regulation and includes, but is not limited to, asbestos. "Safety Regulations" means all applicable health, safety and environmental laws, rules and regulations, including but not limited to Occupational Safety and Health Administration's and the Environmental Protection Agency's rules and regulations.
- **Trouble Reports:** Customer will report problems with the Covered Product to Center and Lumen will follow then-current methods and procedures to resolve the trouble report. Lumen will work each reported problem as applicable to the particular Lumen Provided Maintenance Service purchased by Customer. For Centurion Maintenance Services, Lumen will work each reported problem based on priority. For each trouble report opened for Promet Maintenance Services and Non-Standard Part Maintenance Services, Lumen will measure Engagement and Response times. "Engagement" means the period of time between when Lumen receives a trouble report from Customer and when the Center confirms with Customer both technician assignment and entitlement to support. "Center" means either the Lumen Customer Service Center reachable at (a) **800-227-2218 opt 2, 2** for Lumen Data Networks CPE Support (Adtran, Cisco, Juniper, etc) and Cisco CallManager Solutions or (b) **800-421-2271** for Voice CPE Support (Avaya, Cisco, Mitel, etc) and video solutions.
- **Performance of Services:** Lumen will provide certain activities for the Services during Covered Hours. "Covered Hours" means (a) for ProMet Maintenance 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding Lumen-observed holidays; or (b) for Centurion maintenance, 24 hours per day, 7 days per week, including Lumen observed holidays. "Local Time" means the time zone in which Covered Product is located.
- **MD, EOS and EOL Covered Products.** Lumen will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. Service excludes MD, EOS and EOL equipment or software from maintenance coverage. Acceptance of an Order Form for Service does not bind Lumen to the maintenance of MD, EOS or EOL equipment or software. "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer. "Manufacturer Discontinued" or "MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software. This "MD, EOS and EOL Covered Products" subsection only applies to Centurion Maintenance Services and Promet Maintenance Services.
- **Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause Lumen to incur an immediate cost to resolve. Lumen reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.

- **Problem Isolation Billing; Service Exclusions.** In the event Lumen spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product or Non-Standard Product, or (b) associated with Service exclusions, Customer will pay Lumen for such effort at then-current time and material rates. Service exclusions include:
 - CPE hardware not listed on the Order Form
 - CPE software not listed on the Order Form unless embedded in the Covered Product
 - Covered Products missing serial numbers or other identification required by the manufacturer.
 - Problems caused by integration with non-Lumen provided hardware or software
 - Problems associated with Operating Systems not provided by Lumen
 - Covered Product failure due to manufacturer excluded causes such as accident, abuse or misuse
 - Covered Product failure due to non-compliance of electrical or environmental requirements
 - Covered Product usage not in accordance to manufacturer specification
 - Failure of Customer to follow proper operating procedures
 - Servicing not authorized by Lumen
 - Upgrades of software
 - If providing On-Site service, any on-site support requested by Customer (for Promet Maintenance Service only)
- **Voice over Internet Protocol (VoIP) Quality Exclusion.** Lumen may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, Lumen makes no warranty on the quality of voice/video transmissions over private or public IP network in this Detailed Description. Further, Lumen does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates. "Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

5.1 Centurion Maintenance Services ("Services")

The following provisions apply to Centurion Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Covered Product" means CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen's standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options:
 - Centurion On-Site Maintenance Service: Services will be provided on Customer's site.
 - Centurion Remote Maintenance Service: Services will be provided remotely.
- **System Integrity:** To receive Services from Lumen, Customer agrees to maintain System Integrity. Lumen reserves the right to deny Services if Customer fails to maintain System Integrity, including but not limited to adding hardware and software not provided by Lumen. Lumen may request Customer to provide documentation demonstrating System Integrity. "System Integrity" means: (a) Lumen is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other Lumen maintenance services.
- **Lumen Responsibilities:** Lumen will perform the below tasks.
 - **Centurion Remote Maintenance Service**
 - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
 - Perform trouble isolation during Covered Hours.
 - If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product during Covered Hours (a) for standard maintenance the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours; or for Mitel etc. by the next business day provided such determination was made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. "Advance Replacement Product" or "AR Product" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided in the following services only Centurion Remote Maintenance.
 - Lumen will make a reasonable effort to deliver all required replacement parts to Customer's site.
 - **Centurion On-Site Maintenance Service**
 - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
 - Perform trouble isolation during Covered Hours
 - If Lumen and Customer determine an on-site Response is required, Lumen will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours, or for Mitel etc. by the next business day provided such determination was made before 3:00 PM Local Time, Monday through Friday, excluding Lumen-observed holidays. "Response" means the period of time between (a) when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed;

and (b) when Lumen technician arrives at the site of the Covered Product. "Response with AR Product" means the period of time between when Lumen and Customer determine a Field Replaceable Unit is identified for replacement and when AR Product is delivered to Customer site. "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility. "Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

- Lumen will make a reasonable effort to arrive at Customer's site with all required replacement parts.
- **Customer Responsibilities:** Customer will perform the below tasks.
 - Provide information to assist Lumen in determining Service entitlement
 - Provide serial numbers and specific location of the Covered Product
 - Assist Lumen in accessing the Covered Product remotely either by modem or Internet
 - Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form
 - Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen
 - Perform due diligence to protect the Covered Product from abuse and misuse
- **Ticketing Response Priorities:**
 - **Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by Lumen to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of Priority 1 events are:
 - Total network element outage
 - Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
 - Total loss of the ability of the system to provide any required critical major alarms
 - **Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of Priority 2 events are:
 - A reduction in capacity or traffic handling capability such that expected loads cannot be handled
 - Failure resulting in dynamic routing, switching capability or transport loss
 - System restarts, whether or not the system has recovered or not, and where root cause has not been defined
 - **Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of Priority 3 events are:
 - Traffic impacting system restarts
 - Disruption of billing or accounting capability
 - **Priority Level 4 – Customer Inquiry:** These are issues that require Lumen technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.
- **Defective Product Return.** Customer must return defective Covered Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Covered Product plus \$300.00 service charge.
- **Service Level Objectives (SLO).** If Service includes SLO, Lumen will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device ("RAD") at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged \$500, unless otherwise agreed to by Lumen and Customer.
- **Non-Standard Products.** Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer's Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service. "Non-Standard Part" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

5.2 Promet Maintenance Services ("Services")

The following provisions apply to Promet Maintenance Services:

- **Service Description:** Lumen will provide Lumen maintenance of the Covered Product and the Non-Standard Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Covered Product" means

CPE hardware and software manufactured by a Lumen approved vendor and is part of Lumen's standard portfolio. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work. All work efforts are to be done by CTL technicians and resources. Services include the following options:

- Promet Remote Standard Service
- Promet Remote Premium Service
- Promet On-Site Standard Service
- Promet On-Site Premium Service
- **Lumen Responsibilities:** Lumen will perform the below tasks.
 - **Promet Remote Standard Service**
 - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
 - Perform trouble isolation during Covered Hours.
 - If Lumen and Customer determine before 3:00 PM that an AR Product is required, Lumen will deliver AR Product the next business day. "Advance Replacement Product" or "AR" means Lumen will provide Customer with a replacement part in advance of Customer returning the defective part for repair or replacement. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service.
 - **Promet Remote Premium Service**
 - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
 - Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
 - If Lumen and Customer determine an AR Product is required, Lumen will deliver AR Product within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution. Availability of AR is limited and is provided only for Promet Remote Premium Service and Promet Remote Standard Service.
 - **Promet On-Site Standard Service**
 - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays
 - Perform trouble isolation during Covered Hours.
 - If Lumen and Customer determine before 3:00 PM that an on-site Response is required, Lumen will respond on-site the next business day. "Response" means the period of time between (a) when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when Lumen technician arrives at the site of the Covered Product or Non-Standard Product. "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility. "Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.
 - Lumen will make reasonable effort to arrive at Customer's site with all required replacement parts.
 - **Promet On-Site Premium Service**
 - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
 - Perform trouble isolation 24 hours per day, 7 days per week, including Lumen observed holidays.
 - If Lumen and Customer determine an on-site Response is required, Lumen will respond within four hours, 24 hours per day, 7 days per week, including Lumen observed holidays to continue trouble isolation or implement trouble resolution
 - Lumen will make reasonable effort to arrive at Customer's site with all required replacement parts.
- **Customer Responsibilities:** Customer will perform the below tasks.
 - Provide information to assist Lumen in determining Service entitlement
 - Provide serial numbers and specific location of the Covered Product
 - Assist Lumen in accessing the Covered Product remotely either by modem or Internet
 - Provide 30-day notice to Lumen of any changes to the Covered Product listed on the Order Form
 - Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen
 - Perform due diligence to protect the Covered Product from abuse and misuse
- **Remote Access Device.** As part of the Service, Lumen may install a Remote Access Device ("RAD") at Customer location to allow Lumen to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the Lumen management platform. After authentication, a secure tunnel between the Lumen management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the Lumen management platform. Customer must return the RAD to Lumen within 30 days of termination of the Service. If the RAD is not returned to Lumen, Customer will be charged \$500, unless otherwise agreed to by Lumen and Customer.
- **Preventative Maintenance.** Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. Lumen will provide preventative maintenance information and or guidelines per manufacturer requirements.
- **Defective Product Return.** Customer must return defective Product within 10 days of an AR Product shipment. Lumen retains the option to charge Customer for non-returned Product plus \$300.00 service charge.
- **Service Level Agreements (SLA).** If Service includes SLA, Lumen will credit Customer in the event Lumen fails to complete Engagement within one hour during Covered Hours after Customer initiation of a trouble report or complete Response on the next business day after determination by Customer and the Center that such Response is required. This SLA credit is limited to one month's Service charge of the Covered Product. Under no circumstances will Lumen be required to credit Customer in

any one calendar month for charges greater than the monthly charges for affected Service. An SLA credit will be applied only to the month in which the event giving rise to the credit occurred. This SLA credit only applies if all the following conditions are true: (a) Customer has fulfilled all Customer responsibilities in this Detailed Description, (b) Customer has granted Lumen always available remote access to the Covered Product, (c) the Covered Product is located in zone one of Lumen's Guide, and (d) the reported trouble has a material impact to Customer. Lumen must receive a written request for SLA credit from Customer under this section within 10 days of Lumen's failure to meet SLA. Customer waives SLA credit if Customer fails to provide Lumen written request within 10 day period. SLA are provided for all Promet Maintenance Services.

- **Non-Standard Products.** Lumen may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. Lumen will review Customer's Covered Product to identify Non-Standard Products. Acceptance of an Order Form for Service does not bind Lumen to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of Lumen and is subject to change without notice. If Lumen discontinues support of Non-Standard Products, Lumen will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Non-Standard Part Maintenance section below. "Non-Standard Part" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Nokia, Polycom, and Mitel or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support.

5.3 Non-Standard Part Support Service ("Services")

- **Service Description:** Lumen will provide maintenance services for Non-Standard Product, which may include embedded software, in accordance with the manufacturer's specifications ("Services"). "Non-Standard Product" means (a) End of Sale CPE hardware and software manufactured or produced by Adtran, Ciena, Cisco, Juniper Networks, Kentrox, Nokia, Nortel, Polycom, and Tasman Networks, or (b) CPE hardware and software for which Lumen is unable or unwilling to provide warranty or other maintenance support. Lumen will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with Services. To the extent that Lumen provides labor, Customer will provide access to Lumen and/or its applicable affiliates, subcontractors and vendors performing such work.
- **EOS and EOL Products.** This Detailed Description provides for the maintenance of EOS Products. Lumen will make an annual review of Customer's CPE to identify EOS and EOL equipment and software. Lumen will not provide Service for EOL equipment or software. Acceptance of an Order Form for Service does not bind Lumen to maintenance of EOL equipment or software. "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer, but support and replacement equipment is available from the manufacturer or producer.
- **Lumen Responsibilities:** Lumen will perform the below tasks.
 - Accept trouble reports 24 hours per day, 7 days per week, including Lumen observed holidays.
 - Perform trouble isolation during Covered Hours.
 - Respond on-site the next business day if Lumen and Customer determine an on-site Response is required. "Response" means the period of time between when Lumen and Customer determine remote diagnostic efforts are inadequate to resolve reported problem or a Field Replaceable Unit is identified for replacement and when Lumen technician arrives at the site of the Non-Standard Part Product. "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.
- **Customer Responsibilities:** Customer will perform the below tasks.
 - Provide information to assist Lumen in determining Service entitlement
 - Provide serial numbers and specific location of the Non-Standard Part Product
 - Assist Lumen in accessing the Non-Standard Part Product remotely either by modem or Internet
 - Provide 30-day notice to Lumen of any changes to the Non-Standard Part Product listed on the Order Form
 - Provide five-day notice to Lumen of any changes to the personnel authorized to contact Lumen
 - Perform due diligence to protect the Non-Standard Part Product from abuse and misuse
 - Comply with all manufacturer environmental requirements
- **Preventative Maintenance.** Manufacturer of the Non-Standard Part Product may provide guidance on methods and procedures that must be completed to protect warranties and/or extend the useful life of the Non-Standard Part Product. Lumen will provide preventative maintenance per manufacturer requirements.

6. Manufacturer Provided Maintenance

a. Service Description

Lumen will provide Lumen maintenance services to Customer through the Product manufacturer as defined by Product manufacturer ("Services"). Services may be referred to as "Support Services" and "Implementation" in certain ordering, quoting, and invoicing documents. Product manufacturer will provide all necessary labor, tools, and materials, and will repair or replace, at its option, any necessary parts in connection with the Service in accordance with terms applicable to the manufacturer's standard product and service offerings. Service description terms of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the

manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable terms and conditions located on manufacturer's website. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: <http://www.avaya.com/usa/services/category-support-services?view=offers>
- Adtran: <https://portal.adtran.com/web/url/procare>
- CheckPoint: <https://www.checkpoint.com/support-services/support-plans/>
- Ciena: <https://my.ciena.com/CienaPortal/s/documentation>
- Cisco: <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html>
- Cradlepoint: <https://cradlepoint.com/about-us/terms-of-service/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm>
- Eaton: [https://www.eaton.com/us/en-us/site-search.searchTerm\\$Eaton::com%20:%20Warranties.tabs\\$all.html](https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html)
- HP: <https://support.hpe.com/hpesc/public/home>
- Juniper: <https://www.juniper.net/us/en/services/maintenance-services/>
- Mitel: <https://www.mitel.com/services/connect-services/mivoice-connect-manage>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: <https://www.nokia.com/networks/services/maintenance-services/>
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>
- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

b. Manufacturer Warranties

Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable Product. All Products purchased from Lumen, including any Product that is part of a system previously purchased from and installed by Lumen which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's warranty applicable to the Product. Products are sold to Customer with no warranty of any kind from Lumen. Warranties of certain manufacturers may be viewed at the below URLs or successor URLs as designated by the manufacturer. If Customer has purchased a Product for a manufacturer not listed below, Services will be subject to the applicable warranty terms and conditions located on manufacturer's website, provided that Lumen has the right to pass-through and assign the warranty to Customer. Customer understands that manufacturers may modify URLs or add additional URLs and agree that Services remain subject to the applicable warranty terms and conditions from the manufacturer.

- Avaya: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>
- Adtran: https://portal.adtran.com/web/page/portal/Adtran/wp_support_warranty
- CheckPoint: <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>
- Ciena: [https://my.ciena.com/CienaPortal/s/global-search/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsource=\[Technical%20Publications](https://my.ciena.com/CienaPortal/s/global-search/%40uri#q=warranty&t=All&sort=relevancy&f:@commonsource=[Technical%20Publications)
- Cisco: <https://www.cisco.com/c/en/us/products/warranty-listing.html>
- Cradlepoint: <https://cradlepoint.com/about-us/terms-of-service/msp-addendum/>
- Dell-EMC: <https://www.delltechnologies.com/en-us/customer-services/product-warranty-and-service-descriptions.htm>
- Eaton: [https://www.eaton.com/us/en-us/site-search.searchTerm\\$Eaton::com%20:%20Warranties.tabs\\$all.html](https://www.eaton.com/us/en-us/site-search.searchTerm$Eaton::com%20:%20Warranties.tabs$all.html)
- HP: <https://support.hpe.com/hpesc/public/home>
- Juniper: <https://support.juniper.net/support/warranty/>
- Mitel: <https://www.mitel.com/legal/products-warranty-and-limitation-liability>
- NetApp: <https://www.netapp.com/us/services/service-descriptions.aspx>
- Nokia: https://www.nokia.com/phones/en_gb/support/warranty/nokia-7-plus/US/en
- Palo Alto: <https://www.paloaltonetworks.com/legal>
- Polycom: <https://www.poly.com/us/en/legal/terms>
- RSA: <https://www.rsa.com/en-us/company/standard-form-agreements>

Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of any Product; (b) a party to any agreement between Customer and a Product manufacturer for services provided directly by the Product manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a Product manufacturer.