1. General. This Data Access Accelerator Service Schedule is applicable only where Customer orders Data Access Accelerator Service ("Service") described below and is provided by Lumen. Lumen is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities ("Lumen"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the "Agreement") and in the event of a conflict in any term of any documents that govern the provision of Services, the following order of precedence will apply in descending order of control: the Service Schedule, the Agreement, the Service Guide, the SLA, and the Service Order(s). Capitalized terms not defined in this Service Schedule or one of the Service Attachments are defined 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 on account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for to any tax authority. 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).

## 2. Services.

2.1 Data Access Accelerator Services are subscription-based, managed, data acceleration services that enable Customers with geographically dispersed locations to send, receive, remotely access, act upon and/or track large digital files over wide area networks with enhanced performance via the RDMA protocol and requires network connectivity. Data Accelerator Service does not copy or store Customer Content. Technical specifications and details of key features or components are more fully described in the Service Guide. If Customer also purchases Lumen's local loop and network transport or Internet service (e.g. Wave), those network services are provided to Customer under separate terms and conditions (collectively, "Network Service").

**2.2** The Service enables accelerated access to Customer Content via Lumen Provided CPE. Lumen will: (a) ship the Lumen Provided CPE to each Customer designated location; and (b) provide remote instruction for the installation, configuration and testing of the Lumen Provided CPE for proper operability. Customers are solely responsible for establishing, maintaining and resolving all issues regarding connectivity and access permissions between the Lumen Provided CPE, remote networks, Customer Content, and Customer's Local Area Network ("LAN").

**2.3** Initiating Service. Installation and initiation of the Service will take place in three phases: Installation, Service Validation, and Service Commencement.

**2.3.1** Installation. Prior to installation of the Service, Lumen and Customer will mutually establish a set of use cases representative of Customer's requirements for the Service. Use case criteria are as follows:

- (a) Use cases are based on Customer applications that will access DAA file mounts via NFS and SMB protocols.
- (b) No single file size will exceed the size of the storage capacity on the Lumen Provided CPE.
- (c) No Data Set will exceed 50 TB and no file size will be smaller than 64 KB.
- (d) At least one use case to be validated must have a data set that does not exceed 50 TB.
- (e) No network optimization existing between the Lumen Provided CPE.

Lumen will validate installation of Service by demonstrating:

- (a) connectivity to the local Data Access Accelerator Lumen Provided CPE,
- (b) external storage device connectivity and integration with the Data Access Accelerator Lumen Provided CPE,
- (c) the ability to transfer content/files remotely, and
- (d) capability and functionality of access to remote content/files.

**2.3.2** Service Validation. Service Validation commences upon notice to Customer of successful installation and concludes on the earlier of: (i) validation of one use case as provided below, or (ii) ten business days following installation of the Service in accordance with section 2.3.1 above, at which point the Service Commencement Date begins.

**2.3.3** During Service Validation, use cases that are mutually agreed upon per the guidelines in section 2.3.1 will be validated against the Measured Durations provided in Table 1—Use Case Validation Thresholds below.

(a) A "Data Set" is a related collection of files used for a single use case validation.

(b) The "DAA Bandwidth" means the bandwidth available to the DAA traffic during the test.

(c) The "Measured Duration" is the measured time to transfer file from remote Lumen Provided CPE to the local Lumen Provided CPE. For the avoidance of doubt, a data transfer for a single use case that does not exceed the Measured Duration means a successful validation of the use case and completion of the Service Validation. Network configuration changes may be required to optimize DAA performance to meet Use Case Validation Thresholds.

Data Set	DAA Bandwidth	Measured Duration	_	Data Set	DAA Bandwidth	Measured Duration
Up to 10 GB	1+ Gbps	120 seconds			1+ Gbps	3 hours
	10+ Gbps	10 seconds		Up to 1 TB	10+ Gbps	20 minutes
	20+ Gbps	5 seconds			20+ Gbps	8.5 Seconds
Up to 100 GB	1+ Gbps	20 minutes		— Up to 10 TB	10+ Gbps	3 hours
	10+ Gbps	2 minutes			20+ Gbps	100 minutes
	20+ Gbps	1 minute				

## Table 1 – Use Case Validation Thresholds

**2.3.4** As part of the Service Validation process Lumen will continue the installation process (e.g. tuning, network troubleshooting, etc.) to improve performance as deemed necessary. If no mutually agreed use cases meet the Service Validation criteria, Customer may optout of the Service Validation and no Service Commencement will occur. Consequently, Customer will not be billed monthly charges, but must pay all non-recurring charges associated with the Order and immediately return Lumen Provided CPE in accordance with section 4.1.3 (g).

**2.3.5** Service Commencement. The Service Commencement Date begins on the date of successful completion of Service Validation. Customer understands and agrees that if Customer fails to take any actions required to enable the completion of Service Validation, then, ten days following notice to Customer of Lumen's inability to complete full delivery due to Customer inaction, Lumen will commence billing and Customer will be obligated to pay Lumen for Service. The Service Commencement Date is also the date in which the applicable Service Term commences.

**2.4 Local Access.** If local access is needed in connection with the Service, Lumen may arrange for local access service to be provided by a third party and ordered on Customer's behalf. Lumen will coordinate the installation and conduct the initial testing of the interconnection between the Service and the local access connection. Customer may be required to execute a letter of authorization, in a form provided by Lumen, authorizing the third party to deliver the local access. Charges for local access will be identified on the applicable Order and are subject to separate terms and conditions. Lumen reserves the right to change the local access provider in its sole and reasonable discretion. If Customer acquires its own local access for use with the Service, Customer is solely responsible for coordination of all local access and for any costs (including early termination fees) associated with local access.

# 3. Customer Responsibilities.

**3.1** Order; Charges. The initial Order requires at least two systems comprised of Lumen Provided CPE which may include standalone software, or a combination of software and hardware to complete a connection. Charges for the Service consists of the following: (a) an Monthly Recurring Charge ("MRC") for each system that covers use of hardware, software, and management and monitoring; (b) time and materials charges if applicable; (c) one-time non-recurring implementation charges; and (d) any additional charges as may be set forth in the Order. Charges 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.

**3.2** Customer agrees to pay and/or reimburse Lumen for fees, costs and/or expenses related to or resulting from (a) any unreasonable delays or omissions in Customer's performance of its obligations to enable the Service, and/or (b) additional installation or subsequent work required to be performed due to an act or omission of Lumen.

**3.3 Cancellation.** Customer may cancel an Order prior to commencement of the Service Validation phase. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (a) 35% of the total initial committed contract value of the Order (i.e. total MRCs and NRCs multiplied by the number of months in the initial term, and (b) any non-recurring charges (NRCs) identified in the Order. Customer is responsible for returning, or assisting Lumen in the return of, any Lumen Provided CPE and failure to return Lumen Provided CPE in a timely manner may result in additional charges, at Lumen's discretion, for the replacement cost of Lumen Provided CPE. For avoidance of doubt, any obligations with respect to equipment in section 4.1.3 apply.

**3.4 Termination.** If Customer terminates the Services after the Service Commencement Date or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen the termination charges identified in the Agreement. The parties agree that any cancellation fees and early termination charges set forth in the Agreement constitute liquidated damages and are not intended as a penalty.

**3.5 Customer Obligations; Representations.** Customer acknowledges and agrees that its failure to perform its obligations in this Service Schedule, and any additional responsibilities as may be identified in the Service Guide may result in Lumen's inability to perform the Services and Lumen will not be liable for any failure to perform, including any SLAs in the event of Customer's failure, including for

customer's errors and omission in setting up the Customer environment. In addition, Lumen is not responsible for any loss or corruption of data or information. Customer agrees:

**3.5.1** to be responsible for maintaining a copy of all Customer Content in transit until receipt of confirmation that the Customer Content has been successfully transferred and stored;

**3.5.2** it, and not Lumen, will be solely responsible for establishing, maintaining and resolving issues with any Customer-maintained network connectivity;

**3.5.3** that operation of the Service requires Customer to open all necessary service ports into Customer's LAN and provide all necessary access permissions, including managing Customer provided firewalls to enable traffic required to operate, manage, and monitor the Service. Customer accepts sole responsibility for taking all reasonable precautions against the possibility of injury or damage inherent in connecting to the Network Service, including the installation and management of firewalls;

**3.5.4** to provide Lumen with information as Lumen may reasonably require to perform the Service(s). Customer agrees to cooperate with Lumen to commence the Service(s) without undue delay;

**3.5.5** not to send, receive or store content containing material which is: (a) in breach of any applicable laws, codes, conventions or regulations, including ensuring it has all necessary rights and authorizations associated with the content; (b) unsolicited by the recipient; or (c) disruptive of or destructive to any third party's Services. Customer assumes all liability and responsibility for the content of their data or digital files, including Customer Content;

**3.5.6** to provide contact numbers, methods of engagement, hours of availability escalation procedures and similar requirements as may be required by Lumen in advance of use of the Service;

**3.5.7** Designate and maintain a Customer Contact during the service term and any applicable renewal term (including current contact information). "Customer Contact" means a technical point of contact with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable systems.

**3.5.8** to provide a single point of contact for communication and coordination during installation and test activities, for training purposes; and

**3.5.9** to identify the amount of bandwidth on the existing or new circuit to be initially allocated to the Service.

**3.5.10** Customer acknowledges that all third-party components of the Service are subject to the applicable vendor's decision to (i) not continue to provide or renew the Service with Lumen and/or (ii) modify or end of life a component(s). If any of the foregoing occurs, Lumen will use commercially reasonable efforts to migrate Customer to another comparable Lumen service at any time. Such migration will occur without regard to Customer's current term.

**3.5.11** Customer nor its representatives will not attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Lumen relating to the Service or any other Lumen Provided CPE.

**3.5.12** Customer consents to Lumen collecting and compiling system and operational metrics data to determine trends and improve service capabilities. Lumen may associate this data with similar data of other Customers so long as such data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer. Customer acknowledges Lumen's access to content is generally limited to machine/system generated information and/or metrics, however if required as part of Lumen's obligation to provide the Service, or requests by Customer, Lumen may have access to Customer Content, including personal information.

**3.5.13 Software.** Customer agrees that any third-party software including any corresponding documentation, provided to Customer by Lumen in connection with the Service will be used strictly in accordance with applicable licensing terms and conditions. Customer acknowledges the Services contains hardware and software licensed from third parties. All rights in and to any third-party software, data and hardware (e.g. servers) are reserved by and remain with the applicable third parties. Any software (including related documentation) that may be provided by Lumen or its third-party licensors may be used solely as part of the Services.

**3.5.14 Customer Information Processing.** Customer grants to Lumen (and, where necessary, will procure the grant from relevant end users) all rights and permissions to use, access and/or process Customer's intellectual property, information, databases, data or materials as necessary to provide the Services. In particular, rights include processing: (i) to prevent or address service or technical problems; (ii) to provide Customer with additional or extended support; (iii) to prevent or address fraud, or security issues; or (iv) to comply with Customer's reasonable and lawful instructions communicated to Lumen.

**3.5.15** Scheduled Maintenance. Customer agrees that Lumen may interrupt Services in order to conduct network maintenance or repair, or to restructure or make adjustments to facilities or installations. Lumen will use its reasonable efforts to notify Customer in advance of any prolonged interruptions. Customer will notify Lumen in advance of any maintenance activity that may cause alarms to be generated within the Service.

**3.5.16** Local Area Network. Customer will be solely responsible for: (a) the maintenance and performance of its local area networks and related connectivity; (b) the integration and/or proper interoperability of the local area network with the Lumen Provided CPE, and (c) the duration of time required to transmit a data file across the local area network. Customer agrees to notify Lumen promptly of any developments with the local area network which may affect the functionality of the Services.

**3.5.17** Customer is solely responsible for the selection, supplying, installation, operation, maintenance, use and compatibility of any equipment, facilities and/or other materials used in connection with the Service and not provided by Lumen, including any related applications, systems and software ("Customer Equipment"), and Lumen expressly disclaims any responsibility therefrom. Customer: (a) will ensure that all Customer Equipment used with and/or connected to the Service or the Network complies with all applicable laws, licenses, industry standards and reasonable instructions provided by Lumen; (b) will ensure applicable software (e.g. software that may impact storage protocol) is a version that is compatible with the Service; and (c) understands that if any Customer Equipment impairs its use of the Service, Customer will remain liable for applicable charges and any otherwise applicable Service Level will not apply.

## 3.5.18 Prohibitions. Customer will not:

**3.5.18.1** rent, time share, lease, sub-license, loan, copy, duplicate, modify, adapt, merge, translate, reverse-engineer, de-compile, disassemble or create derivative works based in whole or in part the Lumen Provided CPE;

**3.5.18.2** attempt to (i) defeat, penetrate or compromise any security feature of the Lumen Provided CPE, Network or Services, or (ii) create, transmit or introduce into the Network any virus, worm, Trojan Horse or other destructive or contaminating program; or

**3.5.18.3** use, export or re-export any of Lumen Provided CPE or technical data provided by Lumen except in compliance with the export control laws and regulations of the United States or other applicable laws.

**3.5.18.4** Customer agrees that it has adopted and implemented, and will maintain, a corporate information security program designed to protect its Customer Content from unauthorized access, use, or disclosure. Customer is solely responsible for maintaining appropriate security, protection and backup of applicable content, information or Customer Content, including encryption of Customer Content.

**3.5.18.5** Customer acknowledges that the Customer environment may be configured with varying degrees of security and further acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner, and no security requirements or obligations of Lumen related to any other Lumen Service, including FedRAMP, NIST, FISMA, or other security platforms will apply.

**3.5.19** Customer is responsible for: (a) ensuring that it has provided all requisite notices, obtained all requisite consents and otherwise secured any necessary rights for any Customer Content and other Customer information; (b) determining the legal suitability of the Services in light of the type of Customer Content involved; and (c) its use of the Services in compliance with applicable law, including Privacy Laws.

**3.5.20** Customer understands and acknowledges the Services are not designed to any specific security requirements and are not suitable for regulated content, including for the transmittal or maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other personal or sensitive information. Customer warrants and represents that it will not use the Services to maintain, transmit or store protected health information and agrees to indemnity, defend and hold Lumen and its affiliates harmless from and against any actual or alleged claims related to or arising out of Customer's use of the Services for such purpose.

## 4. Additional Limitations and Disclaimers.

# 4.1 Lumen Provided CPE.

**4.1.1** Lumen or its applicable vendor retains all right, title and interest in the Lumen Provided CPE. Customer will use the Lumen Provided CPE only in connection with the Services and at the location specified on the Order and solely in connection with the Services. Customer will be responsible for any loss, theft, destruction of or damage to the Lumen Provided CPE in Customer's control. Customer will not disconnect, move, disassemble, tamper with or make any repairs, alterations, additions or replacements to the Lumen Provided CPE without Lumen's prior written consent. Customer will permit Lumen to remotely monitor and manage the Lumen Provided CPE in order to prevent tampering or unauthorized access to the Lumen Provided CPE and the Network Service. If the Lumen Provided CPE is tampered with or disconnected without Lumen's authorization, Lumen reserves the right to immediately suspend the provision of Services while performing a comprehensive evaluation of the Service. Lumen expressly reserves the right to operate the Lumen Provided CPE as part of the Network, to conduct diagnostics and to perform other Network operations that do not unreasonably interfere with the use of the Services.

**4.1.2** Customer agrees that it will: (a) not assert any ownership interest whatsoever in the Lumen Provided CPE; (b) keep the Lumen Provided CPE free and clear from all liens, claims and encumbrances; and (c) take all such actions as reasonably determined by Lumen to be necessary to protect Lumen's or the applicable vendor's interest in the Lumen Provided CPE. Except as expressly provided in this Service Schedule, no other license or right to any of Lumen's intellectual property is granted or will be inferred from this Schedule or the Agreement.

**4.1.3** If any Lumen Provided CPE will be located at a Customer premises, Customer agrees: (a) it has and will maintain all rights, authorizations and consents necessary to enable Lumen to operate and maintain the Services at the Customer locations; (b) it will, at its expense, provide secure, suitable space and environmental conditions, including power supply, rack space, HVAC, cabling, lighting and any other items for environment requirements, at the Customer location(s) as necessary for the installation, operation or maintenance of the Service, including cabling for connectivity between Lumen Provided CPE and the Lumen network devices; (c) it will ensure that Lumen, its agents and subcontractors have sufficient, safe and timely access to the Customer locations to enable Lumen to test, operate, maintain and disconnect the Services; (d) it will not, and will not permit others to, move, configure, tamper with, modify, restrict access to, or attempt to repair the Services, Lumen Provided CPE or network or interfere with the maintenance of it; (e) it bears the entire risk of loss, theft, destruction, or damage to the Lumen Provided CPE at Customer locations; (f) it will provide all information and cooperation or termination of the applicable Service, Customer will, at the option of Lumen, return the Lumen Provided CPE to Lumen at Customer's expense within thirty (30) days, or provide all necessary cooperation to allow Lumen to promptly remove the Lumen Provided CPE from any Customer location(s).

**4.1.4** Customer agrees to notify Lumen in writing at least sixty (60) days prior to relocation of the Lumen Provided CPE. Customer agrees that a Change Order, including applicable fees will apply for any changes to locations. Lumen reserves the right to install alternate Lumen Provided CPE that does not affect the functionality of the Service. Customer agrees to cooperate with Lumen in the installation of any new Lumen Provided CPE.

4.2 Intellectual Property. Lumen's intellectual property and proprietary rights include skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. Nothing in this Service 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.

**4.3** LUMEN DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, NETWORK, OR LUMEN PROVIDED CPE WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE LUMEN PROVIDED CPE WILL BE COMPATIBLE WITH ANY THIRD PARTY HARDWARE, SOFTWARE, SYSTEMS OR CUSTOMER EQUIPMENT OR INFRASTRUCTURE, THAT PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED, THAT SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, THAT ANY SERVICES PERFORMED COMPLY WITH OR SATISFY ANY APPLICABLE GOVERNMENTAL OR INDUSTRY DATA SECURITY OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, CORRUPTED, ALTERED OR ACCESSED, INCLUDING TRANSMISSION BETWEEN LUMEN INFRASTRUCUTRE AND/OR CUSTOMER'S OWN OR CONTRACTED INFRASTRUCTURE. LUMEN DISCLAIMS RESPONSIBILITY, WARRANTY AND LIABILITY FOR DELAY, SECURITY BREACHES, SECURITY POLICIES, DENIAL OF SERVICE ATTACKS OR RELATED SECURITY ATTACKS, INTERRUPTION OR INEFFICIENCY ATTRIBUTABLE TO THE SERVICES OR CONNECTIVITY.

**4.4 Damages Cap.** Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of Lumen arising from or related to a claim will not exceed in the aggregate the total MRCs, NRCs, and/or usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

# 4.5 Personal Data Protection.

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

**4.5.2** End User Information. Customer acknowledges that Lumen and its third party suppliers will not access or store any personal data of end users as part of the Services.

**4.6 Open Source.** Certain Services may include open source software and/or publicly distributed software (each, "open source software"), each of which is a separate and independent work and is subject to its own or open source or public license agreement ("Open Source License Agreement"). Customer agrees that open source software is licensed to Customer from the original licensor (and not Lumen) under, and are subject to, the terms of the applicable Open Source License Agreement, which Customer agrees to. Nothing in

Page **5** of **6** CONFIDENTIAL © Lumen Technologies. All Rights Reserved v1.122120

this Service Schedule will limit Customer's rights under, or grants Customer any rights that supersede or expand, the terms and conditions in the applicable Open Source License Agreement. For clarity, this Service Schedule is not intended to change or restrict the terms of any Open Source License Agreement, and Lumen does not seek to restrict, or receive compensation for, the copying or redistribution of open source software, which is otherwise freely re-distributable to third parties.

#### 5. Definitions.

"Customer Content" means any data, content or information of Customer or its end users that is accessed, transmitted, or otherwise processed using the Lumen Services. Lumen has no liability,obligations or responsibility relating to the unaturhoized use, disclosureof or destruction, loss or corruption of Customer Content.

"Lumen Provided CPE" may include a combination of hardware, software, Virtual Machines (VMs) and other tangible equipment and intangible computer code or software that is provided, configured, deployed and managed by Lumen and/or its designee that is deployed on Customer premises or other Customer contracted location. Lumen Provided CPE may consist of various form factors, to include software only, as either a SW image or VM, and hardware and software together where the hardware consists of a server or a specially-designed network fabric extender that interconnects servers.

"Excused Outage" will also mean the SLA will not apply, and Customer will not be entitled to receive a credit under the SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, end users, or any other third party, not under the control or responsibility of Lumen, including but not limited to Customer failure to provide remote hands or adhere to Lumen's instructions related to the operation of the Service; (b) emergency maintenance, alteration or implementation; (c) the unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service, including as a result of failure to provide Lumen with accurate, current contact information (including email); (d) Lumen's lack of access to the Customer premises where reasonably required to restore the Service; (e) Customer Equipment or Customer action/inaction, including errors in bandwidth allocations; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Customer's failure to provide timely approvals and/or consents, including allowing Lumen to retune the Service as required for Lumen to provide the Service; (h) Customer is in breach of its obligations under the Agreement or this Service Schedule; (i) the failure or malfunction of equipment, applications, third party systems or services, the public Internet, the local area network or systems not owned or controlled by Lumen; (j) any inconsistencies in the environment or unavailability of the Service resulting from changes in the Customer's source environment, including either intentional or accidental connections or disconnections to the storage environment; (k) modifications or changes of the operating system, database, application code or other Customer code, not provided by Lumen; (I) Customer-side security breaches or compromised service credentials; or (m) improper use of the Services (credentials, call sequence, method formats, etc.).

"Remote Direct Memory Access" (RDMA) is a feature of high-performance computing that allows certain hardware subsystems to access main system memory independent of the central processing unit (CPU) and does so over wide-area networks.

"Service Guide" means the product-specific Service guide located at <u>https://www.ctl.io/legal/data-access-accelerator/service-guide/</u> that includes technical descriptions of Service features which Lumen may modify from time to time, effective upon posting.

"SLA" or "SLA Attachment" or "Service Levels" means the service level agreement located at <u>https://www.ctl.io/legal/data-access-accelerator/sla/</u> and applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any nonperformance, Service deficiencies, outages, interruptions or failures of any kind. SLAs may be updated from time to time upon posting on the applicable website referenced in the Service Schedule(s).

"Service Validation" means the process by which the Service is confirmed as operational.