

Lumen Data Center Facility Services Supplemental Terms

Version: May 2, 2024

The following Supplemental Terms apply to additional add-on Services that Customer may purchase to supplement its Data Center Facility Services. In the event of a conflict between the terms of these Supplemental Terms and the terms of the Agreement and Service Schedule governing use of the Services, the terms and conditions of these Supplemental Terms apply, but only to the extent of such conflict. Capitalized terms used but not defined in these Supplemental Terms will have the meanings set forth in the Agreement.

1. Roof Rights.

If Customer purchases Roof Space as provided in an applicable Order, the following terms and conditions will apply to Customer's use of roof space ("Roof Rights") for a portion of the roof at the Facility identified in the Order.

a. License. Lumen grants Customer the right to occupy and use a portion of the roof space (including reasonable access and utility easements) (collectively, the "Roof Space") of the Facility for the purpose of installing and maintaining an antenna, microwave dish, or other communications devices and related or ancillary uses, including necessary mounting structures (collectively, the "CE"). CE will also be deemed Customer Equipment for purposes of these terms and the Service Schedule. Customer will access and use the Roof Space only for the foregoing purposes, unless otherwise approved in advance in writing by Lumen. Any additional access or property rights not set forth in these Supplemental Terms are prohibited and any different or other use without prior written agreement will constitute a material default.

b. Access to Premises. At no time will Customer or its Authorized Contacts have access to the roof or the Roof Space without an escort. Customer acknowledges that Lumen will provide no other security or access control regarding the Roof Space or CE.

c. Installation/Movement. In lieu of any other relocation provisions in the Service Schedule, Lumen may require that Customer installs the CE in the Roof Space at Lumen's sole discretion. If Customer will be responsible for installation of the CE in the Roof Space, Lumen will monitor installation to assure that it is done in accordance with Lumen's specifications subject to the Customer's purchase of Field Tech Services. Under no circumstances will Customer penetrate the roof unless granted express written permission from Lumen. In the event that Lumen determines, in Lumen's sole discretion, that the CE must be moved in order to allow Lumen or landlord to perform maintenance or repair to the roof, removal will be at Customer's sole cost and expense, and Lumen may require that Customer removes and reinstalls the CE, at Lumen's sole discretion. Absent an emergency, Lumen will endeavor to provide not less than thirty (30) days prior written notice to Customer of requirement to remove the CE. Customer will be solely responsible for compliance with any applicable laws, including any permitting requirements for use of the CE.

d. Billing/Rates. Customer agrees to pay applicable MRCs and NRCs associated with an applicable Order for Roof Rights.

e. Utilities. Customer will be required to purchase Cross Connect Service from Lumen in order to have both telephone and internet connectivity. Customer is responsible for managing Customer's access on their own network. Lumen reserves the right to install any utility connections, at Customer's cost. Lumen will not be liable for any interruption of utility service.

f. Interference. Customer will not use the Roof Space in any way which materially interferes with Lumen's, its landlord's or landlord's tenants' use of the Facilities for general roof or other commercial purposes. Customer's use of the Roof Space interferes with or is interfered with by another Customer, Customer agrees to reasonably cooperate to resolve such interference. If such interference cannot be resolved, Lumen reserves the right to terminate this License with no further obligation or liability.

2. Office Space.

If available at the applicable Facility, Lumen hereby grants Customer the right to access, occupy and use certain shared workstation space within the Facility. The workspace is non-exclusive interior non-raised floor space. Any additional space or access rights requested by Customer, if applicable and agreed by Lumen, will be granted under separate agreement. Customer will not use the workspace in any way which materially interferes with Lumen's, its landlord's or its landlord's tenants' use of the Facility and/or the building for general office or other commercial purposes.

Lumen will provide Customer with cubical space, as is and as available. Customer is responsible for managing Customer's internet access on its own network. Lumen will not be liable for any damages whatsoever associated with Customer's use of Office Space, including any related connectivity. Office Space is provided to Customer at its own risk.

3. Terms for Colocation in the Hong Kong Facility (“HK2”).

Services provided in HK2 are provided by Lumen’s affiliate, Lumen Technologies Colocation Hong Kong Limited. The terms associated with the sale by Lumen of Services in HK2 are as follows.

Facility and Services for purposes of this Section 3 means colocation services and related services at HK2 as identified in the Order. In the event of a conflict in any term of any documents that may govern the provision of the Services, the following order of precedence will apply in descending order of control: (i) these Supplemental Terms, ii) the applicable Order including the Colocation Services in HK2, (iii) the Service Schedule and then (iv) the Agreement.

Unless otherwise provided in the Order, if Customer terminates an ordered Service prior to its Service Commencement Date (may also be referred to as “Billing Commencement Date” or “BCD”), Customer will pay a cancellation fee equal to one month’s projected; plus (b) all out-of-pocket costs incurred by or imposed upon Lumen (e.g., ordered equipment, licenses, carrier termination charges). Notwithstanding the foregoing, if the Premises with respect to any Service has “restricted capacity” (as determined by Lumen in accordance with its ordinary course business practices), a larger cancellation fee may apply with respect to any termination of Service by Customer prior to the Service Commencement Date (but not to exceed the early termination charges that would apply with respect to the termination of such Service following the Service Commencement Date in accordance with the next succeeding paragraph hereof).

Gold Support. Examples of the types of Services provided with the purchase of Gold Support are as follows: (i) Reboot Service: simple shutdowns and startups performed on the Customer’s server or application; (ii) Telco Support such as troubleshooting, and coordination to assist Customer in establishing clean circuits from their colocation area to remote sites; (iii) Provisioning Services: rack and stack, cable management, installation and/or replacement of Customer provided computer systems and network. The pricing and parameters for Gold Support are identified in the applicable Order. Lumen reserves the right to determine whether any request for Gold Support is out of scope. Gold Support services may be subject to additional charges and terms and conditions.

4. Infrastructure Investment and Jobs Act (IIJA) Grant Programs.

If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.