## **LUMEN ENTERPRISE ACCESS SERVICES SERVICE SCHEDULE**

- 1. General. This Service Schedule is applicable only where Customer orders Enterprise Access Services ("EAS" or "Service"). EAS may also be referred to as Enterprise Broadband Access Service ("EBAS") services on ordering, invoicing, or other documentation. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen or an affiliate provides service to Customer (the "Agreement"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.
- **1.1** Additional General Terms. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).
- 1.2 Withholding Taxes. All invoices will be issued to Customer and paid in the currency specified in the Order or Pricing Attachment. Customer will pay such invoices free of currency exchange costs, or bank charges. Service charges are exclusive of Taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "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.
- **2. Services.** Subject to availability, EAS is available as Broadband Internet Access Service or Cellular Internet Access Service. Any managed device provided as part of the Service is subject to the separate Lumen Managed Network Service Schedule.
- 2.1 Broadband Internet Access ("BIA"). BIA includes (a) third-party provided unsecured local internet broadband service, satellite internet service, or low earth orbiting satellite ("LEO") service and (b) a Lumen provided modem or kit. If BIA Service is local internet broadband service, 24x7 monitoring and management of the local internet broadband service and On-Site Installation are also included. Lumen or its third-party provider will monitor the Gateway IP of the modem provided with the third-party internet broadband service for up/down status. Service does not include performance monitoring. Lumen or its third-party provider will not monitor for packet loss, latency, or jitter. Monitoring and management are not available for satellite service, LEO service, or if Customer orders local internet broadband service with DHCP. If BIA is paired with a separately purchased Lumen provided management service, the management and monitoring will be provided through the Lumen provided management service not BIA. In some scenarios, Lumen may use an aggregator to procure service from a third-party broadband carrier and provision service to Customer. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing, or other documentation.
- **2.2 Cellular Internet Access Service ("CIA").** CIA includes (a) a managed wireless enabled device ("Wireless Device") (b) a wireless SIM card that enables the wireless connection, and (c) a data plan. CIA is available in one of the configuration options listed below. CIA is offered as a machine-to-machine wireless communication service for the receipt and transmission of data, information or messages.
- (a) Primary. CIA is the only access method at Customer's premises. Primary CIA may appear as Enterprise Wireless Access Service ("EWAS") on ordering invoicing or other documentation.
- **Backup.** CIA is deployed as a back up to a Lumen provided primary transport service. If the primary transport is unable to transmit and receive data ("Primary Transport Interruption"), CIA is designed to automatically route traffic to the wireless device and wireless network during the Primary Transport Interruption. Once the primary transport is restored, CIA will revert to back up service. Subject to Lumen's prior approval, Customer may utilize CIA as temporary primary transport ("Temporary Primary Transport") only until either the actual primary transport ("Primary Transport") is available at the Customer premises or 180 calendar days from the date CIA is available for use, whichever is earlier. Upon installation of the Primary Transport, the cellular access service will continue to be used as back-up transport if Customer has ordered cellular back-up access service. The Temporary Primary Transport is offered on a best efforts basis and Lumen does not provide any service level credits for the Temporary Primary Transport.

## 2.3 Special Terms for Lumen Procured Service Related to EAS.

- **2.3.1** Lumen will use reasonable efforts to procure the service type per Customer Site (defined below) as identified in the Order. However, Lumen does not commit that a certain service type or technology will be available at a Customer Site. If the specific type set forth in an Order is not available, Lumen will notify Customer that the Order for EAS at that specific Customer Site is cancelled. All other Customer Sites under the Order will not be impacted.
- **2.3.2** Additionally, if the monthly recurring charge (MRC) or non-recurring installation charge (NRC) must be increased and/or additional costs apply, Lumen will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for services at that specific Customer Site will be deemed cancelled.
- 2.3.3 If Lumen is incurring charges from the third-party provider but completion of the service delivery cannot occur due to Customer

delay, inaction, or failure to perform Customer's obligations, Lumen may begin billing Customer for EAS.

- 2.3.4 Where Lumen procures services from third parties, and to the extent that those third parties have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as is reasonable, given the notification provided to Lumen from such third-party provider. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of access service at such Customer Site.
- 2.3.5 Stated speeds may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying third-party access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet. Even data plans described as unlimited may be capped or throttled. Maintenance may cause outages, or otherwise temporarily degrade the quality of the Service. Maintenance may occur at any time. Lumen will not commit to provide Customer with prior notification of maintenance.
- **2.3.6** Notwithstanding anything to the contrary in the Agreement, Lumen provides no indemnities, representations, or warranties related to the third party provided service.
- **2.3.7** IP addresses will remain, at all times, property of Lumen's third-party provider and will be non-transferable. Customer will have no right to use such IP addresses upon termination or expiration of the Service.
- **2.4 Modification or Termination of Services by Lumen.** Lumen reserves the right to modify any features or functionalities of EAS upon written notice to Customer. If such modification materially affects the features or functionality of EAS, Customer, as its sole remedy, may terminate the affected EAS without termination liability. To terminate, Customer must notify Lumen in writing within 60 days of such notice from Lumen.
- 2.5 Enterprise Access Services Service Availability. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Lumen Service Level Agreement available at <a href="https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html">https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html</a> and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

## 3. Customer Responsibilities.

- **3.1 Charges.** EAS charges will be set forth in an Order and consist of: (a) an NRC, (b) MRC for each Service element at each applicable location; (c) any additional charges referenced in the Order, including extended demarcation points, change management, or expedite charges. If the NRC is presented as an installment NRC on the Order ("Installment NRC"), Customer will pay the Installment NRC charge each month for the duration of the Service Term. Lumen may charge Customer for its additional fees, costs, and expenses resulting from Customer's request for EAS changes, unless such change is due to an act or omission of Lumen. Without limitation to Lumen's other remedies under the Agreement, Lumen reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access or satellite internet services or its components, and/or for such usage in excess of Lumen's established data pool or data plan for Customer, separately at the rates then charged to Lumen by the third party cellular or satellite provider.
- **3.2 Self Installation.** Unless Customer orders On-Site Installation, Customer is responsible for Service installation. Customer will be responsible for installation of Equipment and integration into the Customer's network and environment. Customer is responsible for necessary preparations at its location(s) for delivery and installation of Equipment including but not limited to: (a) ensuring that Customer's location has access to power and Customer network connections; and (b) cabling, if required. Customer is responsible for Equipment placement, mounting, cabling, and connection to any subtended Customer device. Customer is responsible for installing the Equipment securely so that Equipment will not become dislodged due to weather or other external factors. It is Customer's responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that are applicable to the Services and the installation of the Equipment. Customer is responsible for paying any associated fees or other charges, and obtaining any permits and other authorizations necessary for the Services and the installation of the Equipment. Should use of the Services require any construction or alteration to property, Lumen or its third party provider are not obliged to reimburse any expenses or restore property to the same physical state as prior to delivery of Services. If Customer installs the Equipment as a permanent roof mount installation, Customer acknowledges the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to penetration of Customer's vehicle/vessel roof, building roof or roof membrane.
- 3.3 On-Site Installation. If Customer orders On-Site Installation, Customer is responsible for necessary preparations at its location(s) for the delivery and to enable the initial installation of the Service and the ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Equipment. Customer will timely perform all inside wiring, outside plant work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of the Service and Equipment. Customer must provide any requested information to Lumen or its third-party provider that is necessary to complete installation. For example, upon request, Customer will provide Lumen with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation or tries to cancel a scheduled installation with less than one full business day

prior notice, Customer will pay any charges assessed by Lumen's third-party provider for the missed appointment. Lumen reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. If Customer requests subsequent installation-related visits, Customer will pay any additional charges associated with the additional work.

- **3.4 Moves.** If Customer moves to another location, including a move within the same building, Customer is not guaranteed to have Service at the new location. Customer's new location must be qualified and any MRCs and NRCs applicable to the new Service will apply. Customer will be responsible for any installation costs or Customer approved construction costs to move Service. Moves are not permitted for CIA service.
- 3.5 Customer is responsible for providing design specifications. Customer is solely responsible for all equipment and other facilities used in connection with EAS which are not provided by Lumen. Customer must maintain minimum equipment and software necessary to receive the Service. Customer will designate one primary and up to two additional Customer contacts and provide e-mail and telephone contact details for each such contact (the "Customer Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Contacts. Customer will ensure that at least one Customer Contact is available 24x7 to Lumen. Lumen will only accept, discuss or make changes to the Services with the Customer Contacts. Customer will ensure Lumen and its representatives or third-party providers have access to Customer sites, including end user's residential locations if Lumen approves Residential Use (collectively "Customer Site(s)"), for the installation, maintenance, and removal of Equipment and Services as scheduled, including obtaining all landlord approvals or letters of agency.
- 3.6 Customer may not modify Service. Customer will not reverse engineer, decompile, or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service, Equipment, SIM cards or data related to the Service. If Customer's misuse, abuse or modification of the Service, Equipment, or network results in a visit to the Customer site for inspection, correction, or repair, Lumen may charge Customer a commercially reasonable site visit fee as well as charges for any resulting Equipment or network repair or replacement which may be necessary. Customer is responsible for assisting Lumen in trouble shooting. Customer may not resell the Services and may use the Services only within Customer's Sites.
- **3.7 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 all applicable licensing terms and conditions. All rights in and to any such third-party software 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 to Customer may only be used by Customer in connection with the Services.
- **3.8 Equipment.** For purposes of this Service Schedule, "Equipment" means any Lumen provided antenna, modem, Wireless Device, or kit. Customer will not move, repair, alter, or affix any additions or attachments to the Equipment except as approved by Lumen in writing. Customer will not sell, transfer, lease, encumber or assign all or any part of the Equipment. Customer will not "uncap" the modem or affect its bandwidth restrictions. Customer also will not remove the SIM card from the Wireless Device. Customer is responsible for providing a safe and secure environment for the Equipment and will be responsible for loss or damage to Equipment at Customer Sites not caused by Lumen. Customer will also be responsible for the payment of service charges in the event that maintenance or inspection of the Equipment is required. If Customer requires on-site assistance from Lumen to install replacement Equipment, an additional charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges. The terms and conditions in this Service Schedule will continue to apply. The replacement Equipment may or may not be the same model.
- **3.9 Equipment Return.** For all EAS Services except for LEO Satellite Service, upon termination or replacement, Customer must promptly return the Equipment to Lumen or Lumen's third-party provider in accordance with instructions provided by Lumen. Customer will pay any charges assessed by Lumen's third-party provider if (i) Customer fails to return the Equipment within fifteen (15) days after Services are terminated or (ii) if the Equipment has been damaged and/or destroyed other than by Lumen, its third-party provider or their agents, normal wear and tear accepted. Lumen reserves the right on behalf of its third-party provider to remove the Equipment within sixty (60) days after such termination or replacement. Customer will pay any costs incurred by Lumen in obtaining or attempting to regain possession of the Equipment. Any violation of this section of this Service Schedule or section 3.6 will be considered a material breach and will be cause for immediate termination of Service and/or legal action. Lumen will be entitled to recover damages in addition to reasonable collection costs, including reasonable attorney fees.
- 3.10 Customer Information Disclosure. Customer agrees to allow Lumen or its third party provider to disclose Customer's proprietary network information and the names of and contact information who have purchasing or other responsibilities relevant to the delivery of Services under this Service Schedule ("Business Contact Information") (a) as permitted by law or (b) in order to provision Service, Customer acknowledges and agrees that it has (or has obtained) all rights in any Customer provided information, data or materials necessary for Lumen and its suppliers to provide the Services and as otherwise required by applicable law. In particular, Customer consents to such use, transfer, sharing, collection or processing, including: (i) to prevent or address service or technical problems, including sending notifications, managing (e.g. set up, activation, invoicing) accounts; (ii) to provide Customer with support (e.g. troubleshooting, consumption information); (iii) to prevent or address fraud, or security issues; (iv) to respond to a subpoena, warrant, audit or agency action or other law enforcement request; (v) to comply with Customer's reasonable and lawful instructions communicated to Lumen; (vi) use of inspection methods to collect, gather and compile event log data to look at trends and real or potential threats and provide and improve Service.
- 3.11 No Wireless or Broadband Carrier Relationship. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS, SATELLITE INTERNET, OR

BROADBAND SERVICE PROVIDER ("CARRIER") OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LUMEN AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE.

- 3.12 Additional Terms for Residential Use. Satellite internet service, LEO service and CIA service are not eligible for Residential Use. Subject to Lumen prior approval, local broadband internet may be deployed at an end user's residential address ("Residential Use"). Customer understands that such Residential Use is an extension of Customer's Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. If Lumen approves such residential use, Customer warrants that it will order Service only with the full knowledge and consent of the end users at whose residence Service will be deployed. Customer must inform its end users that Service is not intended for their personal or private use. Customer further warrants that it will obtain affirmative acknowledgment of the applicability of the Lumen Privacy Policy and Acceptable Use Policy to the service from all end users to whom the service is made available, and will retain such acknowledgement for no less than one year following the cessation of service to an end user and provide evidence of such acknowledgement to Lumen upon written request. Customer will assist Lumen in identifying end users if Lumen reasonably suspects that an end user is violating or in breach of this Service Schedule, Privacy Policy, Acceptable Use Policy, or Agreement ("Service Terms"). Lumen may suspend an end user's Services or take other actions permitted under the Service Terms based on a violation of the Service Terms by an individual end user, provided that Customer will remain responsible to pay for the Services for that individual end user under the Agreement. Lumen will reasonably work with Customer or an end user to restore any suspended Services so long as the applicable violations have been resolved to Lumen's satisfaction.
- 3.13 Additional Terms for LEO Satellite Service. The following additional terms apply to LEO service:
- **3.13.1 Third Party Provider Terms.** Customer agrees to all applicable terms and conditions set forth by the third-party provider including any applicable end-user license agreement or policies. Specifically, Customer agrees to the non-negotiable, online Software License and Usage terms and conditions and Acceptable Use Policy found at <a href="https://www.starlink.com/legal?regionCode=US">https://www.starlink.com/legal?regionCode=US</a>.
- **3.13.2** Equipment Replacement. If Lumen determines that the Equipment provided needs replacement, Lumen will use commercially reasonable efforts to ship replacement equipment to Customer within two business days if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Equipment is located.
- **3.13.3** Equipment Return. Upon termination or expiration of the Service Term, Customer will purchase the Equipment 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 Equipment is transferrable to Customer. Upon invoicing, title for the Equipment immediately transfers to Customer. Customer will become owner of the Equipment and bear all responsibility for the Equipment, and, as such, agrees to release Lumen from all and any liability relating in any way to the Equipment. Upon Customer's ownership of the Equipment, Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for the Equipment. Customer also becomes responsible for proper disposal of the Equipment.
- 3.13.4 Use on Moving Vehicle or Vessel. CUSTOMER IS PROHIBITED FROM INSTALLING OR USING EQUIPMENT ON A MOVING VEHICLE OR VESSEL UNLESS STARLINK HAS DESIGNATED YOUR SPECIFIC KIT MODEL AND/OR MOUNT FOR INMOTION USE AND HAS OBTAINED ALL REQUIRED IN-MOTION APPROVALS IN THE COUNTRY OF USE. NOTWITHSTANDING THE FOREGOING, USE OR INSTALLATION OF EQUIPMENT ON AN AIRCRAFT OF ANY KIND IS PROHIBITED IN ALL CASES. SERVICES IN-MOTION ON AN AIRCRAFT VEHICLE OR VESSEL (E.G., CARS, VANS, RVS, BOATS) VIA AN UNAUTHORIZED KIT OR COUNTRY IS PROHIBITED. Visit <a href="https://www.starlink.com/specifications">https://www.starlink.com/specifications</a> for a description of the Starlink Kit models designated for in-motion use. Customer must take proper precautions if installing the Equipment to be used on a moving vehicle or vessel. Customer is responsible for ensuring that the antenna mount is installed on a structurally sound, horizontal surface. Customer acknowledges that Equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. Customer will not mount Equipment on any vehicle or vessel if it is not stable, or if it cannot be properly secured and used with the proper mount. Customer is solely responsible for understanding and complying with all applicable laws and regulations associated with use of the service and Equipment in-motion, obtaining required authorizations where necessary, and ceasing the use of the services or Equipment where necessary based on the Equipment's geographical location.
- **3.13.5** Early Termination or Cancellation. If Customer terminates or cancels LEO service after the service term begins but before it ends, Customer will pay 100% of the remaining MRCs through the end of the service term in addition to any charges incurred but unpaid.
- **3.13.6** Customer will defend Lumen from any third-party claims arising from or related to Customer's use of the service in ways that are (a) illegal (b) in violation of this Service Schedule and any of its incorporated terms and conditions, (c) or negligent, reckless, or intentionally wrongful and pay for any resulting damages or settlement costs.
- **3.14 Customer's Security Policies.** Customer acknowledges that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guaranty that EAS will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED.

**3.15 Customer Network.** Customer acknowledges that all of Customer's premise network infrastructure and equipment (including, but not limited to, routers, switches, firewalls, servers, and personal computers) ("Customer Network") is Customer's sole responsibility. Lumen may provide Customer with guidelines for Customer Network's minimum system requirements, compatibility, and other information necessary to use EAS.

## 4. Additional Service Limitations and Disclaimers.

- **4.1 Use.** Lumen may suspend or terminate existing Service instances or deny activation to new Service instances if Customer uses Service: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the network used, operations or customers. Customer acknowledges it may not use Service for (i) any medical or emergency purpose including, but not limited to, remote medical monitoring or medical assistance and (ii) any military or national defense applications. Customer further acknowledges that CIA is not intended for voice service. If Customer uses CIA as the underlying access for an over-the-top voice service, Customer acknowledges and agrees that Lumen and its third-party provider will not have any liability for any inability to reach 911 emergency services. Customer agrees that any use of BIA, CIA, or LEO service in a manner prohibited by this Service Schedule is at Customer's sole risk.
- **4.2 Content.** Any content that Customer may access or transmit through Service is provided by independent content providers, over which Lumen does not exercise any control. Lumen has no access to content, data or information of Customer or its end users. Enablement of the Service by Lumen does not constitute any endorsement of any opinions or information accessed through Service. Customer is solely responsible for compliance with all applicable laws related to use and/or transmittal of content or information including privacy laws, laws related to intellectual property and laws prohibiting abusive or unlawful content and laws related to prior consent for related to any information or content that may cross country borders. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Lumen assumes no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such content. Lumen specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service.

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