- 1. General. "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. This Service Schedule applies when Customer orders Lumen Edge Gateway Service which may also be called "Adaptive Virtual Services Premises Lumen Edge Gateway" or "Adaptive Virtual Services Premises" on ordering, invoicing, or other documentation. 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"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.
- **Additional General Terms.** These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on written notice to Lumen delivered within 30 days of the cost increase taking effect. Lumen reserves the right to make any updates, error corrections, bug fixes, and other related modifications to the Services at any time upon notice.

All invoices will be issued to the Customer and paid in the currency specified in the Order. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If 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). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Edge Gateway Services.

- 2.1 Service Description. The Lumen Edge Gateway Service or "Service" is a Customer premise solution comprised of the following: (i) a Lumen provided server installed at the Customer Premises and running a virtual operating system that enables a virtualized hosting environment (the "Edge Gateway"); and (ii) a management portal using software deployed in Lumen's infrastructure to manage the Edge Gateway. Connectivity that securely connects the Edge Gateway and the management portal via an encrypted tunnel to the Edge Gateway is required. Connectivity may be provded by Lumen (under separate terms) or by Customer. If provided by Customer, Customer is responsible for ensuring Lumen has the required access to the Edge Gateway(s) in order for Lumen to provide the Service. The Edge Gateway is provided as identified in the applicable Order. "Order" means a service order request submitted on a form issued by Lumen and signed by Customer that includes the type and details of the specific Services ordered by Customer. An Order may also refer to the online purchase or activation of self-provisioned Services. Customer agrees to all standard pricing associated with self-activated services. Lumen or its supplier configures and ships the Edge Gateway to the Customer Premises. The Customer is responsible for installation. "Customer Premises" means a Customer owned and operated business or enterprise location owned or controlled by Customer or their agent.
- 2.2 Administration and Management. Edge Gateway is offered as a managed service. Lumen will perform ongoing management, monitoring, and reporting of the Edge Gateway, including the applicable operating software. Lumen or its supplier will maintain global administrative access to the Edge Gateway at all times and will maintain the root password for all Lumen managed functions in order to maintain configuration consistency and accountability for changes. Customer will have visibility to the Edge Gateway state and performance via the Edge Gateway management portal. The Service Guide for the Edge Gateway Service is located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html. "Service Guide" (or "SG") means the product-specific Service guide that includes technical descriptions which Lumen may modify from time to time, effective upon posting on the applicable website.

Customer may purchase additional Lumen managed services or applications (under separate terms) that may be installed on the Edge Gateway. Customer may also purchase and install its own applications on the Edge Gateway (Customer installed applications may also be referred to as "Customer Managed VNF(s)" or "VNFs" or "Customer Managed Applications"); provided however, Customer and not Lumen is responsible for management and operations of the Customer Managed VNF(s) via the Edge Gateway management portal. Lumen is not responsible for outages or security incidents related to the Edge Gateway that occur due to Customer changes or configurations to its Customer Managed VNF(s). Lumen is not responsible for any services, systems, software, or equipment Customer uses with Edge Gateway which are not provided by Lumen. Lumen will not debug problems on, or configure, any internal or external hosts or networks installed and managed by Customer (e.g., routers, DNS servers, mail servers, WWW servers, and FTP servers).

- **2.3 Edge Gateway Service Additional Options.** The Edge Gateway options available at an additional charge will be described on the applicable Order or Service Guide and are subject to availability. Options include upgrading the Edge Gateway for additional Edge Gateways, on-site installation and on-site maintenance for each location.
- 2.4 Service Levels. The Service is subject to the Lumen Service Level Agreement ("SLA) available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change. The Service Level Agreement is the sole and exclusive remedy for any service failures, interuptions and outages of any kind. 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. Customer acknowledges and agrees that its failure to perform its obligations may result in Lumen's inability to perform the Services and Lumen will not be liable for any failure to perform.
- **3.1** Charges. Customer will pay the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") for each Edge Gateway and each VNF installed on an Edge Gateway for the Initial Service Term and any subsequent renewal term(s) as set forth in the Order beginning on the Service Commencement Date.

Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in Services, unless such change is due to an act or omission of Lumen.

"Service Commencement Date" means, for purposes of this Service Schedule, notwithstanding any similar definition in the MSA, the date Lumen begins billing for a Service and is the earlier of (a) the date on which Customer uses the Service; (b) the date Lumen notifies Customer in writing that the initial installation or a usable part of it is complete; or (iii) the date the Service is activated by Lumen or Customer. Lumen will commence billing of the Edge Gateway regardless of the status of availability of the any managed services intended to be installed on the Edge Gateway.

Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

3.2 Service Term; Termination.

- **3.2.1 Term.** Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"). At the end of the Initial Service Term, Service will automatically renew on a month to month basis. Lumen reserves the right to adjust rates at any time after expiration of the Initial Service Term.
- **3.2.2 Service Termination.** If Customer terminates the Service prior to the end of the Initial Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay early termination liability as set forth in the Agreement. If Customer terminates the Edge Gateway Service, all services (regardless whether purchased from Lumen or provided by Customer) hosted on the impacted Edge Gateway(s) will also be terminated and Customer will be responsible for all early termination fees associated with termination of impacted services provided by Lumen. Customer is solely responsible for content of any Customer Managed VNF(s) hosted on the Edge Gateway including back-up and retrieval of content prior to deactivation of the Edge Gateway(s).
- 3.3 Customer is responsible for (i) providing design specifications, including authentication methods and user role information and all equipment and other facilities used with the Service which are not provided by Lumen; (ii) ensuring that Customer provided transport/connectivity (if applicable) is compatible with Lumen's existing networking infrastructure and equipment, including the Edge Gateway. If any equipment, software or infrastructure not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen.
- 3.4 Customer Contact. Customer must designate and maintain a 24/7 Customer Contact(s) (including current contact information, including email address) for the Edge Gateway location, and for each Customer managed application. "Customer Contact" means an English-speaking 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. Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Lumen may also contact Customer via the portal or via e-mail address provided to Lumen when Customer ordered the Service, and such email may be used for purposes of providing Customer any notices required under the Agreement. Customer agrees that any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer. Lumen is not responsible for any resulting impacted service if Customer doesn't respond or keep contact information up to date.
- 3.5 Unless Customer purchases on-site installation or on-site maintenance from Lumen, Customer is responsible for installation of service and integration into Customer's network. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable installation and activation of the Edge Gateway.
- **3.6 Customer's Security Policies.** Customer is responsible for (i) the physical security of the Edge Gateway and any Customer provided equipment, network or applications which interface with the Edge Gateway; (ii) network security policy and security response procedures related to its network, computer systems and any Customer Managed VNFs, including up-to-date security controls and patches; and (iii) and appropriate security controls for its systems and networks that connect to the Edge Gateway. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.
- 3.7 Customer may not resell the Services and may use the Services only within the Customer Premises designated on the Order. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, compatibility, and other information

necessary to use the Service. If Lumen determines the Edge Gateway or the Service is not available or cannot be provided at a particular location or if the Customer's environment does not meet the specifications needed to use the Edge Gateway, Lumen has no obligation to provide Service at that location or may terminate Services at that location without liability. Customer must provide Lumen with 30 days notice before any move or relocation of the Edge Gateway and is responsible for any additional charges associated with the re-installation of the Edge Gateway and connectivity. If Customer fails to so notify Lumen, Lumen is not responsible for any failures, outages or service deficiencies of the Edge Gateway and Customer will not be entitled to any service level credits for any service deficiencies or outages that occur as a result of the move or relocation of Edge Gateway.

- 3.8 Portal Use. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and is solely responsible for all activities that occur under the Credentials, including access to content. Customer agrees to notify Lumen promptly of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party.
- **3.9 Use Restrictions.** Customer will not use Services: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; or (iii) in violation of Lumen's Acceptable Use Policy.
- **3.10 Suspension.** Lumen may temporarily suspend any Service immediately in the event Lumen has a good faith belief that suspension is reasonably necessary to mitigate damage or liability to the Service or Lumen network or to other customers of Lumen that may result from Customer's continued use of the Service or violation of Lumen's Acceptable Use Policy. In addition to any rights or obligations of the parties due to regulatory changes in the Agreement, Lumen may terminate any Order if Lumen or an applicable vendor or subcontractor cannot maintain any required regulatory approvals, despite its reasonable efforts to do so.
- **3.11** Edge Gateway Return or Replacement. Lumen will provide Customer with instructions on return of Edge Gateways upon expiration or termination of this Service Schedule. The Edge Gateway must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If Edge Gateway is not delivered to Lumen within 30 calendar days of receipt of Lumen's instructions to return the Edge Gateway, Customer will become owner of and bear all responsibility for the terminated or replaced Edge Gateway and Lumen will invoice Customer the then-current value of the applicable Edge Gateway ("Replacement Cost"). If, in the alternative, Lumen or its supplier elects to retrieve the Edge Gateway and Customer fails to provide Lumen with reasonable access to the Customer Premises within ten (10) calendar days of receipt of instructions, Lumen may continue to charge for the Edge Gateway.

If the Edge Gateway is replaced due to loss or damage caused directly or indirectly by Customer (e.g., damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged Edge Gateway; and (ii) a one-time shipping charge. If on-site maintenance was not purchased and Customer requires on-site assistance to install the replacement Edge Gateway, an additional dispatch charge will apply. Replacement Edge Gateway may or may not be the same model, but will provide equivalent functionality in either case. All charges will continue to apply during any time period the Edge Gateway is un-usable due to loss or damage cause by Customer.

- **3.12 Insurance.** Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the Service Term, the insurance requirements listed below. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where the Edge Gateway is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined in this Service Schedule, then Customer must comply with the applicable higher value as required by law.
- (a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.
- (b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover each Edge Gateway, including Lumen or a third party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to any and all indemnification provisions of the Agreement. Prior to commencement of work under this Service Schedule, Customer will make available to Lumen evidence of the insurance required in this Service Schedule.

- **3.13** Customer represents that it is not (a) located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which Lumen operates, or (b) on the U.S. Treasury Department List of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.
- **3.14 Customer Provided Software/Applications.** Customer is solely responsible for (i) licensing of Customer provided software (including guest operating systems) or applications; and (ii) the design, installation, monitoring, management, configuration, maintenance and support, troubleshooting; and (iii) creating and maintaining security, contacts, credentials and appropriate controls related to the Customer Managed VNFs.

- **3.15 Installation & Configuration.** Where applicable, Customer must provide relevant architecture, topology resource and configuration requirements to correctly install the service chain and to properly assign resource allocations.
- **3.16** Environmental Requirements. Customer must conform to the Environmental Requirements for Edge Gateway, detailed in the Edge Gateway Service Guide. The Environmental Requirements are applicable to all equipment, Lumen provided or Customer provided, and integrated with the Edge Gateway.
- **3.17 Security Precautions.** Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Lumen relating to the Edge Gateway or the management portal.
- **3.18** Acknowledgments. Customer acknowledges that Edge Gateway service consists of third-party provided components. If Lumen's underlying provider decides to (i) not continue to provide or renew the Service with Lumen and/or (ii) modify or end of life a component(s), Lumen will use commercially reasonable efforts to migrate Customer to a comparable component or another Lumen service, at Lumen's discretion. Such migration will occur without regard to Customer's current term. Lumen and its affiliated companies will not be liable to Customer or indemnify Customer for any claims of infringement of patent, copyright or other intellectual property right related to third-party software components.
- **3.19 Export.** Customer will not export the Edge Gateway outside the country that Lumen provides the Edge Gateway, or otherwise conduct a "deemed" export as described under the Export Administration Regulations (i.e., Section 734.13), without providing notice to Lumen and receiving Lumen's prior written authorization.
- 4. Additional Service Limitations and Disclaimers.
- 4.1 Privacy/Data Protection. Customer acknowledges that Lumen may process personal information of Customer and/or its end users in connection with providing, monitoring and managing the Services, including across national borders. Lumen may also disclose such information to its affiliates and underlying vendors for similar processing in connection with providing the Service or to comply with applicable law. Customer is responsible for complying with all privacy and data protection laws and regulations regarding Customer traffic, end users, and other relevant information Customer elects to process via the Services, including ensuring a valid legal basis and adequate notifications for all such processing. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security controls, information protection, and backup (if applicable) of any information, data, or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use. Given that Customer can provision and configure the Edge Gateway, Customer Managed VNFs and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in this Service Schedule or the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are installed, maintained and configured in a secure manner.
- **4.2 Data Compilation.** Customer authorizes Lumen or its underlying vendor to use inspection and monitoring methods to collect, gather and compile operational data to look at trends, to provide and improve Service and/or to market and communicate to customers. Lumen may compile or otherwise combine this data with similar data of other customers so long as the data is anonymized in a manner that will not in any way reveal the data as being attributable to Customer.
- 4.3 Disclaimer of Warranties. LUMEN MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES PERMITTED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT, THAT PERFORMANCE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURITY INCIDENT FREE, THAT ANY HARDWARE OR SOFTWARE WILL BE ERROR FREE OR COMPATIBLE WITH CUSTOMER SYSTEMS, 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 INFRASTRUCTURE AND/OR CUSTOMER'S OWN OR CONTRACTED INFRASTRUCTURE OR CUSTOMER ERRORS OR OMISSIONS IN SELF-PROVISIONING SERVICE. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES. Any obligation of Lumen to defend, indemnify or hold Customer harmless for any intellectual property related claims as may be set forth in the Agreement are hereby disclaimed in their entirety by Customer with respect to the Services.
- **4.4 Direct Damages.** Except for the payment and indemnification obligations of Customer and subject to the Liability Limitations and Exclusions provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, and NRCs paid or payable to Lumen for the affected Services under this Service Schedule in the twelve months immediately preceding the first event giving rise to the cause of action ("Damage Cap").
- 4.5 Intellectual Property; Software; Ownership.
- **4.5.1 Intellectual Property.** Lumen's intellectual property and proprietary rights include any 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, disassemble, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party, its licensors, or suppliers.

- **4.5.2 Software.** The operating software provided by Lumen and all copyrights, patent rights, and all intellectual property rights related thereto are the sole and exclusive property of Lumen or its licensors. Customer is provided a non-exclusive, limited, non-transferrable, personal, revocable (at Lumen's sole discretion), non-sublicenseable, non-assignable right to access and/or use the operating software solely in association with the Service and for internal use; provided, however, Customer will not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing will automatically result in termination of any license granted. Export restrictions must be followed for encryption technology. Notwithstanding anything to the contrary in the Agreement, Lumen will have no obligation to defend, indemnify or hold Customer harmless, or otherwise be liable to Customer in any way, for any claims of infringement of patent, copyright or other intellectual property right related to or arising from the Edge Gateway, including embedded software.
- **4.5.3** Ownership. Edge Gateway is the personal property of Lumen or its supplier. Notwithstanding that, the Edge Gateway, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the Edge Gateway other than as provided in this Service Schedule and will hold the Edge Gateway subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of Edge Gateway; (b) at its own expense, keep the Edge Gateway free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the Edge Gateway at the Customer's Premise(s) and reasonably free from movement, external vibration or collision; (d) not to cause the Edge Gateway to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; (e) make no alterations or affix any additions or attachments to the Edge Gateway, except as approved by Lumen in writing; (f) keep exterior surfaces are kept clean and in good condition; (g) assure the Customer Premises are secure and comply with safety and health standards consistent with industry standards; (h) timely provide Lumen with any needed Customer completed import/export documentation and undertakings (including but not limited to acting as the importer of record if requested by Lumen).

Customer will not remove, alter, or destroy any words or labels on the Edge Gateway and will allow Lumen or its supplier to inspect the Edge Gateway at any time. Customer agrees to: (i) not alter or disconnect Edge Gateway and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the Edge Gateway or its operation. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the Edge Gateway following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen or its supplier. Customer will indemnify, defend, and hold harmless Lumen, its affiliates, and suppliers for any such Loss. Customer agrees to 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 under this Service Schedule.

4.6 Security Obligations.

Customer understands and acknowledges the Services are not designed to any specific security requirements and that the Edge Gateway is not suitable for regulated content, including for the transmittal, storage 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 indemnify, 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.