

HYBRID TECHNOLOGIES SERVICE EXHIBIT

1. General; Service Schedules.

1.1 General. This Service Exhibit is applicable only where Customer orders one of the Lumen services described in the Lumen Service Schedules listed below ("Service"). "Lumen" is defined for purposes of this Service Exhibit as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. The Service is subject to and governed by the Master Service Agreement or other service agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> which Lumen may update from time to time (the "Agreement"). 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, including the Supplemental Terms (if applicable), this Service Exhibit, the Agreement, any applicable Service Guide, the SLA, and the Service Order(s). Capitalized terms not defined in this Service Exhibit or one of the Service Schedules are defined in the Agreement. These terms are effective as of the time Customer signs the applicable Service Order or upon acceptance of the applicable terms as part of Lumen's online order process.

1.2 Lumen Service Schedules. Customer may purchase the Services in the following Service Schedules included within this Service Exhibit.

- **SERVICE SCHEDULE: HOSTING SERVICES**
- **SERVICE SCHEDULE: SECURITY SERVICES ASSOCIATED WITH SERVICES SOLD UNDER THIS EXHIBIT**
- **SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES**
- **SERVICE SCHEDULE: LUMEN EDGE BARE METAL**
- **SERVICE SCHEDULE: LUMEN NETWORK STORAGE**
- **SERVICE SCHEDULE: LUMEN DATA PROTECT**

1.3 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. Term; Renewal. Lumen 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"). The Initial Service Term and any automatic renewal terms are collectively referred to as the "Service Term". The Service Schedules describe the applicable term and renewal information in more detail.

3. Rates; Billing.

3.1 Rates. Customer will pay all applicable rates and fees set forth in the relevant Service Order or posted online for self-provisioned Services and as further described in the applicable Service Schedule. Lumen may increase charges at any time during any automatic renewal term, at any time during the Initial Term and any renewal term if Lumen's third party pricing increases or as otherwise provided in a Service Schedule. Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent); 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. All invoices will be issued to Customer and paid in the currency specified in the Service Order and/or invoice.

3.2 Withholding Tax. Service charges are exclusive of Taxes and presented without reduction for any withholding Tax, all of which are the responsibility of the Customer. If Customer is required by law to make any deduction or withholding of Taxes from any payment due under this Service Exhibit to Lumen, then Customer must increase the gross amount payable so that, after any deduction or withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required.

3.3 Service Commencement Date. If Lumen partially installs or activates a Service, Lumen reserves the right to commence billing for such Service on a pro rata basis, and if a Service installation is delayed, incomplete or is not usable by Customer through no fault of Lumen or its agents, Lumen will have the right to commence billing as installed and per the Service Commencement Date.

3.4 Lumen reserves the right to use dynamic exchange rates to calculate all non-USD billing. This means that the exchange rate published on the day each respective monthly invoice is created will be the exchange rate used to appropriately convert the invoiced amounts from USD to the applicable currency. In the alternative, Lumen reserves the right to adjust exchange rates on a regular basis (i.e. quarterly). Exchange rate adjustments will not be deemed a rate adjustment.

4. Security Obligations.

4.1 Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer data from unauthorized access, use, or disclosure. The program includes formal information security policies and procedures, which are reviewed annually and updated as necessary to address evolving threats. The security measures of the information security program generally apply to Lumen's systems, facilities and standard services and certain measures may not apply or may be applied differently to customized services, configurations, or environments ordered or as deployed by Customer. Lumen will maintain its information security

program in accordance with applicable state, federal and international laws and regulations governing the privacy and protection of data ("Privacy Laws").

4.2 Lumen will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities of particular Services; (b) as necessary to provide the Services to Customer, including complying with reasonably and lawful instructions communicated to Lumen, to prevent or address technical problems, or to otherwise comply with the Agreement; or (c) as necessary to comply with subpoenas, court orders or Privacy Laws. To the extent Lumen accesses or handles Customer information, including personally identifiable information, it will do so only as necessary to provide the Services, perform under the Agreement and to comply with applicable law and Privacy Laws, including: (a) configuration, technical, operational and usage data relating to the performance and use of the Services; (b) business contact and similar information necessary for administering the business relationship and Agreement between the parties; and (c) account information required to manage the Services, provide notices, and handle Service invoicing and remittance. Lumen may disclose such information to its affiliates, vendor and subcontractors only as may be required to provide the Services and/or to comply with its contractual obligations, subject to privacy and confidentiality protections no less protective than those in the Agreement or Service Attachments. Lumen may also transfer such information between its operating jurisdictions, including to the United States, solely for the purposes described in this Section.

4.3 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, 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. Customer will defend Lumen and its affiliates from any claim, demand or action arising in connection with a breach of the foregoing warranty. Customer will also pay any costs of settlement or any damages finally awarded by a court of competent jurisdiction against Lumen and payable to such third party as a result of such claim.

4.4 Customer agrees that it has adopted and implemented, and will maintain, a corporate information security program designed to protect its Customer Data from unauthorized access, use, or disclosure. Customer is solely responsible for properly selecting, configuring and using the Services, and taking its own steps to maintain appropriate security, protection and backup of applicable content, information or Customer Data, including encrypting Customer Data or other applicable content. 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.

4.5 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 Data and other Customer information; (b) determining the legal suitability of the Services in light of the type of Customer Data involved; and (c) its and its End Users use of the Services in compliance with applicable law, including Privacy Laws.

5. Equipment.

5.1 Customer Provided Equipment. Customer is responsible for selecting, supplying, installing and maintaining Customer equipment used to access the Services or used in connection with the Services, including any systems, or hardware. Customer: (a) will ensure all equipment, hardware and systems are up to date and supportable; and (b) 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.

5.2 Lumen Equipment. If Lumen Equipment is installed on a Customer premise or third-party location contracted by Customer:

5.2.1 Lumen or in certain jurisdictions, a Lumen supplier will hold title to the Lumen Equipment. Customer will keep all Lumen Equipment free of liens and will not allow any liens, encumbrances, or claims to be levied against the Lumen Equipment. 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 Lumen Equipment.

5.2.2 Customer will retain the risk of loss for, loss of (including, without limitation, loss of use), or damage to, Lumen Equipment, Customer will inform Lumen as quickly as possible and in not less than 24 hours following damage to Lumen Equipment, including during pre-installation storage and will, within 30 days of invoice, reimburse Lumen for (i) replacement value of Lumen Equipment as new at then current prices if the equipment is not capable of repair (as determined by Lumen), or (ii) the repair cost.

5.2.3 Customer will not: (i) change, remove or obscure any labels, plates or insignia, lettering or other markings placed on the Lumen Equipment; (ii) repair, replace or make physical modifications to Lumen Equipment without written authorization from Lumen or Lumen's supplier; or (iii) alter, disconnect, tamper with, restrict access to, or move the Lumen Equipment from the designated address unless otherwise approved in writing by Lumen.

5.2.4 Customer will: (i) have and maintain all rights, authorizations and consents necessary to enable Lumen to operate and maintain the Lumen Equipment; (ii) at its expense, provide suitable space and proper environmental conditions as recommended by Lumen, including power supply, rack space, HVAC, cabling, lighting necessary for the installation, operation or maintenance of the Lumen Equipment, including cabling for connectivity between Lumen Equipment and the Lumen network devices; (iii) will ensure that exterior surfaces are kept clean and in good condition; (iv) provide Lumen with reasonable access inspection and maintenance; (v) assure

Customer premises comply with safety and health standards consistent with industry standards; (vi) maintain adequate security policies and procedures for the Lumen Equipment, network or applications which interface with the Lumen Equipment; (vii) timely provide Lumen and its suppliers 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 or its suppliers); and (viii) upon any expiration or termination of the applicable Service, Customer will, at the option of Lumen, return the Lumen Equipment at Customer's expense, or provide all necessary cooperation to allow Lumen to remove the Lumen Equipment from any Customer location(s).

5.2.5 Upgrades. Lumen may periodically upgrade the Lumen Equipment. If Lumen Equipment is located on a Customer premise, Customer must allow Lumen to make these changes within five business days of receipt of the request from Lumen, or Lumen's obligation to provide the applicable Service in accordance with this Service Exhibit will be suspended until Customer grants Lumen the access required to make changes. Lumen will use commercially reasonable efforts to notify Customer's technical point of contact prior to emergency changes.

6. Cancellation; Termination; Default. This Section 6 applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

6.1 Suspension. Lumen may suspend the affected Service immediately in the event Lumen has a good faith belief that suspension is reasonably necessary to mitigate damage or liability that may result from Customer's continued use of the Service. In the event Lumen exercises its right to suspend Customer's access to Services, during the period of suspension: (a) Lumen will not take any action to intentionally erase any Customer Data; and (b) applicable charges, including storage charges but not usage charges, if any, will continue to accrue.

6.2 Cancellation. Except for pay as you go or month to month services, if Customer terminates an ordered Service prior to its Service Commencement Date, Customer will pay a cancellation fee equal to one (1) month's projected MRC or usage, plus all out-of-pocket costs, termination fees, and/or upfront costs incurred by or imposed upon Lumen (e.g., ordered equipment, licensing, vendor or carrier termination charges).

6.3 Termination. Pay as you go Services are terminable at any time. Month to month Services are terminable upon thirty (30) days prior written notice. Unless otherwise provided in a Service Schedule and except for any Service subject to a revenue and term commit, if a Service with a term greater than one month is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than Lumen's default and prior to the conclusion of the applicable Service Term, then Customer will be liable for: (a) Service charges accrued but unpaid as of the termination date; (b) all out-of-pocket costs, termination fees, and/or upfront costs incurred by or imposed upon Lumen (e.g., ordered equipment, licensing, vendor or carrier termination charges); and (c) an early termination charge equal to 50% of the then current MRC, NRC, and usage charges for the affected Services multiplied by the number of months remaining in the Service Term.

6.4 Effect of Termination. Customer's access to the applicable Services will end as of the effective date of expiration or termination of any Service and Lumen will not be responsible for assisting Customer with any transition to an alternative provider. Customer use of any on premise or virtual network appliance(s) and/or other Lumen provided software must immediately cease and all instances must be deleted as of the effective date of termination. Lumen is not responsible for any Customer Data stored or remaining on Lumen infrastructure as of the effective date of termination. Lumen's enforcement of this provision will survive the termination of the applicable Services.

7. Scheduled Maintenance. This section 7 applies in lieu of any other scheduled maintenance and local access provisions that may be included in the Agreement. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair. Scheduled maintenance windows are identified in the applicable Service Attachment or Website.

8. Liabilities; Disclaimer.

8.1 Direct Damages. Except for the payment and defense 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 each party arising from or related to the claim will not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under the applicable Service Schedule in the twelve (12) months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). Notwithstanding the foregoing, any Security Services provided under the Service Schedule-Security Services will have a sub cap of six (6) months.

8.2 Additional Disclaimer of Warranties. IN ADDITION TO ANY WARRANTIES DISCLAIMED IN THE AGREEMENT, LUMEN MAKES NO EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES PERMITTED UNDER APPLICABLE LAW. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, 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.

9. Notices.

9.1 Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Lumen may also contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service, and such email may include instructions for use of a private website for posting of such notices, for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer is responsible for maintaining an up to date email address in accordance with the Customer Responsibilities section below.

9.2 Service Notice. Unless otherwise provided in a Service Schedule, all Customer notices for disconnect and termination must be sent via email to Lumen at: BusinessDisconnects@lumen.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective thirty (30) days after Lumen's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided in writing to its Lumen sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Service Exhibit may result in continued charges, and Lumen will not credit charges for such noncompliance.

10. Intellectual Property; Software.

10.1 Intellectual Property. Lumen intellectual property and proprietary rights include skills, know-how, modifications, software 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 or equipment of the other party or its licensors. Nothing in this Service Exhibit 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.

10.2 To the extent required by Lumen to provide certain Services, Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use, process and execute Customer Technology, and to sublicense Customer Technology to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen.

10.3 Lumen Provided Software.

10.3.1 Lumen grants to Customer a limited, nonexclusive, non-transferable, non-sublicensable, revocable, worldwide, subscription-based license during the Service Term to install, test, and use the object code version of any software provided by Lumen to Customer ("Software") for Customer's internal use solely in connection with the Services provided under this Service Exhibit and strictly in accordance with all applicable licensing terms and conditions.

10.3.2 Customer acknowledges the Software and Lumen Equipment may contain software or firmware licensed from third parties ("Third Party Software"). Customer agrees that Third Party Software, including any corresponding documentation, will be used strictly in accordance with applicable terms and conditions, including by way of example, licensing terms, configuration changes and/or use requirements, etc., as may be updated from time to time or in accordance with mandatory pass through terms or EULAs which, if applicable may be identified in the applicable Supplemental Terms. All rights in and to any Third-Party Software are reserved by and remain with the applicable third parties. In addition, Customer consents to the installation of Third-Party Software on Customer owned and managed systems and agrees to provide appropriate permissions or consent for Lumen to perform the Services. Lumen may assist with initial configuration and/or installation of purchased software. Customer hereby grants Lumen limited authority to act on Customer's behalf for the purposes of installing and/or making configuration changes within the scope of the applicable Service Order. This authorization will remain in effect until all in scope activities are completed by Lumen. Lumen is not responsible for any hardware issues arising from or related to the installation of Third-Party Software. Lumen makes no representations or warranties whatsoever regarding Third Party Software. 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 Third Party Software.

10.3.3 Customer will not authorize any third party to use the Lumen Equipment or Software, including without limitation the Lumen APIs. Customer will not use, distribute or modify the Software or Lumen Equipment in any manner that would require that any Software or Lumen Equipment, components of it, or other intellectual property of Lumen or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients.

10.4 Customer Provided Software. If Customer elects to, or if the underlying Service purchased by Customer permits Customer to, use (including and/or making available to End Users) Customer provided and/or licensed software in connection with the Services, including on Lumen Equipment, Customer is solely responsible for (a) selecting, licensing, installing, maintaining software; (b) ensuring adherence to current technical documentation, up to date versions, all applicable licensing terms, requirements, and/or restrictions; and (c) ensuring it has the legal right to use the software in this manner and that Lumen has all necessary permissions to patch and/or provide other managed Services in reliance on Customer's license if required as part of the Service. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability from it. In addition, Lumen reserves the right to require an

upgrade or migration, the purchase of additional services and/or charge additional fees at its discretion for continued use of software that does not comply with the above requirements.

10.5 Open Source. Certain Software and Lumen Equipment 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 this Service Exhibit 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 Exhibit 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.

10.6 Export. Customer will not export the Software or the Lumen Equipment outside the country that Lumen provides the Software or Lumen Equipment to Customer in, or otherwise conduct an "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.

11. Feedback. In the event Customer elects to communicate to Lumen suggestions for improvements to the Software or Service ("Feedback"), Lumen will own all right, title and interest in and to the Feedback, even if Customer has designated the Feedback as confidential, and Lumen will be entitled to use the Feedback without restriction. Customer irrevocably assigns all right, title, and interest in and to the Feedback to Lumen and agrees to provide Lumen such assistance as it may require to document, perfect and maintain Lumen's rights to the Feedback.

12. Customer Responsibilities. Customer's failure to meet the responsibilities in this section, and any additional responsibilities identified in an applicable Service Schedule, may result in Lumen's inability to provide the Service(s) to Customer and Lumen will not be liable for any failure to perform, including any SLAs in the event of Customer's failure.

12.1 Customer represents that Customer 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.

12.2 Customer agrees that: (a) it will provide accurate and complete information as requested by Lumen in connection with its registration or request for Services, including maintaining up to date, complete and accurate contact information, including an email address for the point of contact reachable 24/7 and should be authorized to make, direct, authorize and/or consent to changes to the Customer's Service, as applicable; and (b) 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; (c) safeguard the Services so as to ensure that no unauthorized person will have access to it or allow access beyond the authorized number of subscribers, and that no persons authorized to have access will make any unauthorized use; (d) maintain at all times during the Service Term, current Customer information to serve as a technical point of contact available 24x7 with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable Lumen systems; (e) it is solely responsible for and Lumen will have no liability for establishing, maintaining and resolving issues with any network connectivity provided by Customer. Unless public Internet access is included as part of the applicable Service and SLA, any issues with network connectivity provided by Lumen will be resolved in accordance with the terms and conditions associated with such connectivity and are outside the scope of these Services.

12.3 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. For added security, Lumen recommends two-factor authentication in conjunction with all Credentials.

12.4 Unauthorized Testing. Customer will not attempt, permit or instruct any party to take any action that would reduce the effectiveness of Service or any devices used to deliver Lumen services. Without limiting the foregoing, Customer is specifically prohibited from conducting unannounced or unscheduled test firewall attacks, penetration testing or external network scans on Lumen's network and infrastructure without the prior written consent of Lumen.

12.5 Lumen is not responsible for the Service or the SLA if any network, system or security changes by Customer affect the infrastructure or monitoring capability of Lumen.

12.6 Customer has all licenses, rights, consents, and permissions that are required for Customer's and any End User's use of any operating systems, software, applications, and any other content that Customer or any End User uploads to or uses in connection with the Service.

12.7 Nothing in this Service Schedule or the Agreement grants Customer any rights to, and Customer is expressly prohibited from, reselling the Services or using any component of the Service or any Lumen proprietary materials to create or offer derivative versions of the Service either directly, or through a third party, as a standalone service offering.

13. Acknowledgements.

13.1 Lumen's SLAs only apply to the respective vendors' supported configurations, operating systems or software at the time SLA support requests are triggered. If any configuration or version is identified as "unsupported" by a vendor, a service level objective ("SLO") in lieu of any other applicable SLA will apply. Lumen reserves the right to charge the Customer for any support, upgrades or additional tasks/work incurred, resulting from Customers continued use of unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable.

13.2 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 Service Term.

13.3 Lumen reserves the right to make any updates, error corrections, bug fixes, and other related modifications to the Services at any time upon notice posted on the Website.

14. Definitions.

"API" means a Lumen provided Application Programming Interface.

"Customer Data" means any data, content or information of Customer or its End Users that is stored, transmitted, or otherwise processed using the Lumen Services. Lumen's obligations with respect to such Customer Data will be exclusively governed by the Security Obligations Section 4.1 and are further subject to all Limitation of Liability provisions of this Service Exhibit, the Service Schedule and the Agreement.

"Customer Technology" means the technology, and other information of Customer and its licensors, including Customer's operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

"End User" means Customer's members, end users or any other third parties who use or access the Services or access Lumen's network or data centers via the Services.

"Lumen Equipment" means certain Lumen-provided equipment or hardware (e.g. servers, switches, etc.) and related operating software that Customer may access or use either within Lumen infrastructure or installed on a customer premise. Certain Lumen Equipment may be used for the purpose of connecting a Customer endpoint to Lumen managed hosting data center(s) for the delivery of managed services. All Lumen Equipment will be owned or licensed and maintained by Lumen or its suppliers.

"MRC" means monthly recurring charge.

"NRC" means non-recurring charge.

"Portal" means access to the online graphical user interface(s) system utilized in conjunction with the Services. Portal may also refer to interface that Lumen uses to provide services to customers. Certain Portals facilitate order processing, provisioning, management and monitoring, change management, billing, customer support/ticketing and reporting.

"Service Commencement Date" means, for purposes of this Service Exhibit, 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; (c) the date the Service is activated by Lumen or Customer; or (d) for those Services subject to a revenue commit, the date Customer signs or accepts the applicable Order. The Service Commencement Date will apply in lieu of any other Customer Commit Date, Connection Notice, or similar language in the Agreement. No acceptance period applies. Service Commencement Date may be further defined in the relevant Service Schedule.

"Service Guide" (or "SG") means the product-specific Service guide(s) that are hereby expressly incorporated herein and include technical descriptions which Lumen may modify from time to time, effective upon posting on the applicable Website. References in the SGs to the CenturyLink TS Services Exhibit will mean this Hybrid Technologies Service Exhibit.

"Service Order" or "Order" means a service order request submitted on a form issued by Lumen and signed or agreed by Customer that includes the type and details of the specific Services ordered by Customer. A Service Order will also mean, the online activation of self-provisioned Services, including (i) submitting a request for Service via "create account," "activate," "activate account" or similar request within the portal and self-provisioning requested components; and (ii) agreeing to the applicable order summary or confirmation of Service activation request at the pricing included within the summary or confirmation page by clicking "complete".

"Service Schedule" means the additional product specific terms for the particular Hybrid Technologies Service(s) purchased by Customer. Service Schedules do not apply unless and until Customer purchases the applicable Service.

"SLA" or "SLA Attachment" or "Service Levels" means the service level agreement 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).

“Supplemental Terms” means additional terms and conditions that are hereby expressly incorporated herein and apply for particular Services provided pursuant to a Service Schedule, as may be updated from time to time, effective upon posting.

“Website” means either www.ctf.io or www.lumen.com as applicable or a successor website and as more specifically noted in the applicable Service Schedule.

SERVICE SCHEDULE: HOSTING SERVICES

The services covered by this Service Schedule are the Hosting services provided by Lumen to Customer from time to time (collectively, "Hosting Services" or "Services"). Hosting Services include but are not limited to: Intelligent Hosting, Foundation Hosting, Lumen Private Cloud on VMware Cloud Foundation, Dedicated Cloud Compute, Edge Hosting Environment, Data Protect Backup and Data Protect Backup - Dedicated, Lumen Private Cloud for VMware Cloud on AWS, Hosted Area Network (HAN), Unified Storage, various Managed Application Services, and various Managed Database Services. Not all Hosting Services are available in all regions or countries and are subject to availability of adequate capacity and Lumen's acceptance of a signed Service Order.

1. Customer's use of Services is subject to the applicable Service Guides, the applicable Lumen Service Level Agreement, and Supplemental Terms available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>, which are hereby expressly incorporated by reference herein.

2. **Term; Renewal.** 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 conclusion of which the Service will automatically renew for 12 month periods, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. Lumen may increase rates for some or all components of the Services at any time during an automatic renewal term.

3. **Change Management.** All changes to the Lumen managed applications, systems, network and facilities are subject to Lumen's change management process. This change management process is intended to confirm that changes are reviewed for completeness (risk assessment, completed test procedure, metrics for measuring progress, back out procedure, etc.) and accuracy prior to scheduling and implementation. Hardware upgrades, such as increasing RAM or increasing storage, can be performed by Lumen for an additional fee.

4. **IP Addresses.** Lumen will use good faith efforts to assign Internet address space for the benefit of Customer during the Service Term. Any IP addresses and space provided to Customer by Lumen are solely for Customer's use with the Service and are non-portable and non-transferable and are subject to Lumen's IP policies. Neither Customer nor any End User will own or route any IP addresses or space provided by Lumen, and, upon any termination of Service, Customer's access to such IP addresses and space will cease. "IP Address" means a numerical identification (logical address) that is assigned to devices participating in a computer network utilizing the Internet Protocol for communication between its nodes.

5. Lumen will update Lumen provided software with recommended security patches, updates or hot-fixes and will address the overall integrity and performance of servers. Security threats are evaluated, verified and tested before a patch is recommended to customers. Sometimes a reboot is necessary when a patch is distributed and installed, which Lumen will conduct during maintenance hours or coordinate with the Customer. Customers must approve patches or updates prior to them being applied to their environment; however, Lumen is not responsible for any failure in the service, including SLAs if a Customer does not approve the installation of necessary patches or updates. Software upgrades are not included as part of the standard Service but can be quoted and implemented for an additional fee.

SERVICE SCHEDULE: SECURITY SERVICES

The services covered by this Service Schedule are the Security Services (collectively, "Security Services" or Services") associated with Customer's Hosting, Lumen Edge Bare Metal, or Cloud Application Manager services provided by Lumen to Customer from time to time under separate Service Schedules. Security Services include but are not limited to: Managed Firewall Services including Intrusion Protection Services, Virtual Firewall Services, DDoS Mitigation Services, File Integrity Monitoring, and Security Log Monitoring Services. Not all Security Services are available in all regions or countries and are subject to availability. This Service cannot be resold or utilized by any third party for their End Users.

1. Customer's use of Services is subject to the applicable Service Guides and SLAs, if any, located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>, all of which are hereby expressly incorporated herein.
2. **Term; Renewal.** 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 conclusion of which the Service will automatically renew for 12 month periods, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any automatic renewal terms are collectively the Service Term. Lumen may increase rates for some or all components of the Services at any time during an automatic renewal term.
3. Non-standard installations (as identified by Lumen in its reasonable opinion), may require extended provisioning intervals and/or additional costs.
4. Customer will submit a sufficiently detailed description of any test plan to Lumen in advance. The test plan must adhere to any applicable testing standards or procedures provided by Lumen. Lumen may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. Lumen will not respond to any security-related alarms during a scheduled testing period. Lumen will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing.
5. **Disclaimers.** The Services provided under this Service Schedule are a supplement to Customer's existing security and compliance frameworks, for which Lumen is not, and will not be, responsible. Customer should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. While Lumen will use reasonable commercial efforts to provide the Services accurately and completely, the Services are provided "as-is", except to the extent an applicable SLA or SLO applies. Lumen does not and cannot guarantee or warrant that Lumen will accurately identify all risks, potential security and/or compliance gaps, that Services will be security incident free or that Lumen's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. Neither Lumen or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with its own security and compliance and/or standards; and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services.
6. Customer consents to Lumen collecting and compiling system and security event log data to determine trends and threat intelligence. Lumen may associate this security event log 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.
7. Lumen is obligated to log backup and storage only during a Customer's committed Service Term, including renewal terms. If the retention period selected extends beyond the Customer's Service Term or if Customer or Lumen terminate the Services prior to the end of the retention period selected, Customer acknowledges that Lumen has no further obligation to back up and store any Customer metrics or data after Agreement expiration or termination and Lumen will automatically delete all logs, including backups that constitute Customer data. Customer acknowledges and consents that it is solely Customer's responsibility to make copies of or obtain the logs and any other Customer data prior to expiration or termination.

SERVICE SCHEDULE: CLOUD APPLICATION MANAGER SERVICES

The services covered by this Service Schedule are the Cloud Application Manager services provided by Lumen to Customer from time to time (collectively, "Cloud Application Manager Services" or "Services") and included on <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> (the "Website"). Cloud Application Services include but are not limited to Lumen Led Cloud Support. Not all Services are available in all regions or countries and are subject to availability.

1. Additional Terms of Use. Customer's use of Services is subject to acceptance by Customer of the Cloud Application Manager Supplemental Terms, and the Service Guide, available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>, and the terms of use required by any applicable CSP, all of which are hereby expressly incorporated herein.

2. Service Description. Cloud Application Manager is a service that enables the purchasing and provisioning of Amazon Web Services accounts, Microsoft Azure subscriptions, and Google Cloud Platform. Customer's right to use Cloud Application Manager Service is limited to Customer's internal business operations. No resale of Cloud Application Manager Service is permitted.

3. Restrictions. Customer will not (a) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer access to Cloud Application Manager and/or third party provided software or applications to any third party; or (b) make any copy of or otherwise reproduce any instance of Cloud Application Manager Services.

4. Additional Customer Responsibilities. In addition to Customer responsibilities identified in the Service Exhibit, Customer will be solely responsible for: (a) providing and maintaining, at all times during the Service Term, the Internet access necessary for Customer's use of the Cloud Application Manager service; and (b) properly configuring and using the Cloud Application Manager Service.

5. Security. Customer is solely responsible for implementing reasonable security measures, properly configuring and using the Service, and taking its own steps to maintain appropriate security, protection, and backup of applicable content, information or Customer Data, which may include the use of encryption technology to protect content, information or Customer Data from unauthorized access and routine archiving. Given that Customer can self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary, Customer acknowledges that it and not Lumen will be responsible for whether the Cloud Application Manager Service 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. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Application Manager Service is used or accessed by Customer or its authorized users.

6. Rates/Charges.

6.1 Customer will pay all applicable rates and fees associated with the individual Service ordered by Customer. Rates are posted in USD in the billing module Cloud Optimization and Analytics. Customer acknowledges and agrees that notwithstanding any \$ 0.00 USD or currency equivalent noted on a Service Order, Customer agrees to pay charges based on Customer's actual use of the Services and activation and use of services constitutes Customer's acceptance of such pricing. Cloud Application Manager Services will be billed monthly in arrears in the local currency equivalent selected by Customer.

6.2 Lumen may increase fees for any existing individual Cloud Application Manager Services or remove any material service offering by providing not less than sixty (60) days' notice prior to the effective date of such increase and/or removal of material services by posting on the Website. If Lumen is charged any fee or assessment by a Cloud Service Provider due to any reason associated with the Customer, Lumen reserves the right to charge Customer for such fees or assessments.

7. Term; Termination.

7.1 Term. The Service Term of any Cloud Application Manager Service will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to access and use the Service (i.e. pay as you go). Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, at the conclusion of the Service Term, the Services will renew on a pay as you go basis at then current Service rates.

7.2 Termination. If any Cloud Application Manager Service is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable Service Term, then Customer will be liable for: (i) an early termination charge equal to month to date usage up until the submission of a cancellation notice; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

7.3 Customer is responsible for providing notice of termination for any Services ordered under this Service Schedule to Lumen Led Cloud Support or to their Technical Account Manager to ensure any applicable monthly recurring billing charges are terminated. Lumen's enforcement of this provision will survive the termination of the Services and/or Service Schedule.

8. Cloud Service Provider. The following additional provisions apply if Customer elects to purchase CSP services from Lumen.

8.1 Customer acknowledges and agrees that certain CSP services are not available in all geographical locations, markets or customer segments. Lumen reserves the right to restrict access to certain CSPs at its discretion and/or as directed by the applicable

CSP. Lumen will bill Customer for use of CSP services. The terms and conditions in this Service Schedule and the additional terms associated with CSP resale as identified in the Supplemental Terms and/or included as a click to accept as part of the sign up process govern Customer's access to and use of the CSP services. In no event will Lumen provide CSP Services without the Customer first having agreed to the terms as required by the applicable CSP.

8.2 Lumen's enablement of any CSP provided cloud service is subject to and contingent upon acceptance by the applicable CSP. In addition to the provisions of the Service Exhibit, Customer authorizes Lumen to collect and share certain Customer information with partner CSPs for the purposes of assistance in setting up accounts, complying with CSP license terms and/or in connection with monitoring for and responding to misuse or suspected misuse of the Services by Customer. The information required to be collected and shared by Lumen may vary by CSP.

8.3 Lumen, on behalf of itself or an applicable CSP, reserves the right to immediately suspend or terminate the Services (and availability of any CSP offering) upon notice in the event Lumen (or the CSP) reasonably determines, becomes aware of or suspects misuse of the Services (or CSP offering) by Customer, if any use or action or suspected use or action exposes or threatens to expose Lumen (or the CSP) to liability, obligation, security risk, violation of law or breach of its underlying agreement with the applicable CSP.

8.4 Lumen will have no liability for any credits and/or any damages whatsoever arising from or related to the services provided by a CSP or any failure, interruption, suspension or termination of services provided by a CSP or any failure of security standards implemented by a CSP (including any failure that results in the unauthorized disclosure of Customer Data). Customer's sole remedy for any CSP provided services are provided in the applicable terms between the Customer and the CSP. Notwithstanding anything to the contrary in this Service Schedule or the Agreement, Lumen will not be obligated to indemnify Customer for any reason, including for claims for damages, liabilities, credits or expenses arising from, related to or alleged to have been caused by the performance or nonperformance of services by a CSP, the negligence or willful misconduct by a CSP or for any interruption, failure or termination of services provided by a CSP. If Lumen is charged any fee or assessment by a Cloud Service Provider due to any reason associated with the Customer, Lumen reserves the right to charge Customer for such fees or assessments.

9. Indemnity. Customer will defend Lumen, its affiliates and licensors from and against any losses, including settlement costs, arising out of or relating to any third party claim concerning (i) Customers' or its users use of the Service and/or any CSP offering in a manner not authorized by this Service Schedule and/or any unauthorized use or access of the Service; (ii) alleged infringement or misappropriation of any third party rights by Customer or any users who access the Service through Customer.

10. Definitions.

"Cloud Service Provider" or "CSP" means a company offering a component of cloud computing (typically infrastructure as a service (IaaS) or Software as a Service (SaaS)) to other businesses or individuals. Customer may utilize certain CSP services as authorized and made available by Lumen via the Cloud Application Manager Service and may access a CSP's service via their own agreement with the CSP or as enabled by Lumen through the Cloud Application Manager Service.

SERVICE SCHEDULE: LUMEN EDGE BARE METAL

The services covered by this Service Schedule are the Lumen Edge Bare Metal Services provided by Lumen to Customer ("Services").

Additional Terms of Use: Customer's use of Services is subject to the Supplemental Terms and the SLA applicable to the Service located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>, both of which are hereby expressly incorporated herein.

1. Service Description.

Lumen Edge Bare Metal ("Edge Bare Metal") is a pay for use service in a multi-tenant data center environment in which Customer may purchase the use of a dedicated, physical, non-virtualized server provided by Lumen. Lumen provides (i) the underlying infrastructure, including space and power for the dedicated server(s); (ii) public Internet connectivity; (iii) a selection of pre-defined compute resources (e.g. CPU, RAM (i.e. memory), storage configurations, and operating systems) to select from during the server build process; (iv) use of the portal and APIs for provisioning and management; and (v) online templates to add orchestration and application services. All other applications, additional storage, security policies (i.e. firewalls, encryption at transit and at rest), software and connectivity other than shared public Internet connectivity are the sole responsibility of Customer; and if purchased from Lumen, will be subject to separate terms and conditions and pricing.

Each server is a portion of the larger pool of pre-installed and integrated compute, storage, and public Internet connectivity. The Customer can select the size of the server and select from a range of Lumen provided templates as a baseline to configure the operating system. Lumen does not have root or server access to the server and does not have access to any applications, content or data installed on the server.

Customer may elect to purchase IP address space, in increments designated by Lumen, for an additional Monthly Charge. If Lumen assigns to Customer an IP address as part of the provision of Service, the IP address is a right to use only and will revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign IP address(es) to another customer.

2. Edge Services portal. Customer may access the Services via an API or Edge Services portal. Lumen may modify the Edge Services portal or the APIs or may transition to new APIs at any time. Customer's use of the Edge Services portal and/or APIs are governed by the Agreement, all applicable Service Attachments, and the applicable terms of use and/or portal terms.

3. Rates/Charges.

3.1 All rates and fees are billed monthly in arrears. Any Monthly Recurring Charges may also be referred to as "Monthly Charges" or "MRCs". Any non-recurring charges may also be referred to as one-time charges. Services will be billed in the local currency equivalent selected by Customer. Rates and fees changes are effective in accordance with the notices section below.

3.2 Customer acknowledges the Service is a pay-for-use service billable on an hourly basis; provided however that certain add-on features may be billable on a monthly basis. Unless otherwise provided below, Customer will pay all applicable rates and fees associated with both the individual Service and the quantity of Services ordered by Customer via an API or the Edge Services portal. All rates and fees associated with the Services are posted in USD on ctl.io or the Edge Service portal (collectively, the "Website"). Customer's election to build and activate Service(s) within the Edge Service portal constitutes Customer's acceptance of the applicable pricing. Customer acknowledges that any initial Order signed or accepted by Customer may show zero-dollar rates for usage based Services since the Customer will not yet have access to the Edge Services portal to order or build Services at the time of the initial Order.

3.3 Usage charges consist of the following: (i) RAM; (ii) CPU or compute usage; (iii) operating system (if applicable); and (iv) storage. Certain features (e.g., IP Address space) are billed as a Monthly Charge. All charges accrue regardless of the operational status of the applicable service (i.e. used, un-used, powered off).

3.4 Customer agrees that monthly invoices may vary based on usage, applicable monthly recurring fees, billing components, other one-time charges, taxes and fees, and the combination of Services deployed. Customer further agrees that it is responsible for all charges associated with all Services created or activated (e.g., charges related to any applicable tiers or components), including any changes made to the Services.

4. Revenue Commit.

4.1 When an Order includes a Revenue Commit, Customer (i) agrees to the Revenue Commitment for each month of the Initial Service Term (may also be referred to as "Term Commit"); and (ii) agrees that any applicable discount identified on the Order is off list rates for compute usage only and that the discount applies only for the Initial Service Term. The discount is applied to Customer's actual compute usage at the time of invoice. IP Address space, RAM, storage, licensing fees, managed services fees, value-add services, any other applicable fees, including for other services the Customer may elect to activate, applicable taxes and surcharges do not contribute toward the Revenue Commit. Service will revert to standard list pricing on a pay as you go basis upon expiration of the Initial Service Term.

4.2 Notwithstanding anything to the contrary in the Agreement, the Service Commencement Date for Services subject to a Revenue Commit and Term Commit is the date Customer signs or accepts the Order, regardless of the date Customer elects to activate Service and constitutes Lumen's acceptance of Customer's request for Service.

4.3 To the extent actual compute usage in a month (i) exceeds the Revenue Commit, Customer will pay the Revenue Commitment plus the actual usage. Compute overages are also invoiced at discounted rate; or (ii) is less than the Revenue Commit, Lumen will invoice Customer and Customer agrees to pay, any shortfall between the Revenue Commit and actual usage.

5. Term. The Initial Service Term of any individual Service not subject to a Revenue Commit and Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to have access to the Service (e.g. day to day, month to month). The Initial Service Term of any individual Service subject to a Revenue Commit and Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Order. Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, unless, prior to expiration of the Initial Service Term associated with Customer's Revenue Commit and Term Commit, Customer signs a new Service Order with a new Revenue Commit and Term Commit, the Service will automatically renew on a pay as you go basis at then current rates listed in the Edge Service portal with no further Revenue Commit or Term Commit.

6. Termination; Effect of Termination.

6.1 Pay as you go Services. Customer may terminate or shutdown any individual server at any time without liability for early termination charges.

Pay as you go Services subject to a Revenue and Term Commit. If any Service subject to a Revenue Commit and Term Commit is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable Initial Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current Revenue Commit (as identified on the applicable Order) multiplied by the number of months remaining in the Initial Service Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

Month to Month Services. If any Service is designated a month to month Service (e.g., operating system software), Customer may terminate or deactivate a month to month Service anytime, subject to the payment of the full month's Monthly Charge, regardless of the date of termination or de-activation.

Pay as you go Services subject to Monthly Charges. Add-on features subject to a monthly charge are treated as pay as you go services for purposes of termination. The applicable Monthly Charge will be prorated based on date of deactivation.

6.2 Customer must follow Lumen's termination or shutdown procedures made available in the Edge Services portal. Failure to follow the procedures may result in continued charges, and Lumen will not credit charges for noncompliance. Lumen will initiate secure erase upon completion of the termination procedures by Customer. Customer is solely responsible for removing and/or backing up any information, content, or Customer Data prior to initiating termination procedures for applicable servers. If Customer is terminating all Services under this Service Schedule, Customer must also comply with any other applicable Notices provision noted below.

7. Data Preservation. If Lumen exercises its right to suspend Customer's access to Services, during the period of suspension (a) Lumen will not take any action to intentionally erase any content and/or stored Customer Data; and (b) applicable usage charges will continue to accrue.

8. Security.

8.1 Without limiting Lumen's express obligations related to the Service, Customer will take reasonable steps to protect and maintain the security of Customer Data and any other content stored on or processed through the Services. Customer is solely responsible for properly configuring and using the Service and implementing reasonable security measures to maintain appropriate security, protection and backup of Customer Data, applications, information or any other content stored on, transmitted or processed through the Service, which may include the use of encryption technology to protect Customer Data from unauthorized access. Lumen may assist with initial configuration and monitoring subject to the purchase of certain Managed Services. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce security, notwithstanding anything else to the contrary in any Service Attachment or the Agreement, Customer 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. In addition, Customer is solely responsible for compliance related to the manner in which the Service is used or accessed by Customer or its End Users.

8.2 Notwithstanding anything to the contrary in the Agreement (including any applicable data process or security terms), Lumen is not responsible for any of the following: (i) non-physical security, such as access controls, encryption, firewalls, antivirus protection, threat detection, and security scanning; (ii) logging and monitoring; (iii) non-hardware maintenance or support; (iv) data backup, including any redundancy or high-availability configuration; or (v) business continuity and disaster recovery policies or procedures. Customer is solely responsible for securing (other than physical security of the servers), logging and monitoring, maintaining and supporting, and backing up any operating systems, Customer Data, software, and applications Customer uses with, uploads to, hosts or transmits on the Service.

9. Authorization. Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Services is accurate and complete; and (ii) (a) Customer is duly authorized to do business in the country or countries where Customer operates, and (b) Customer's employees, officers, representatives, agents or others accessing the Services or building additional servers or adding additional Services via self-serve or fulfilling other actions made available on its behalf through the Edge Services portal are duly authorized and have full legal capacity (and are therefore, where applicable or required by local law or regulation, granted special, ample and sufficient power of attorney) to do so and to legally bind Customer to these terms and all transactions conducted under Customer's account. Customer may only use the Services to store, retrieve, query, serve, and execute Customer Data that is owned, licensed, or lawfully obtained and processed by Customer.

10. Disclaimer. Lumen reserves the right to make new functionality, products, and services available as "beta" offers. For any offer labeled as "beta", the Beta Program provisions of the Supplemental Terms will apply.

11. Customer Responsibilities.

11.1 Customer is responsible for ensuring that it has all appropriate permissions to install any Customer provided software and application. Customer is also responsible for enabling Lumen management access, if included as part of the Service.

11.2 Firewall. By default, all external network access to servers in the Service is turned off by firewall policy. Users may open external access to servers by creating the appropriate firewall policy. Users are responsible for the security implications of the firewall rules they create.

11.3 Notices.

11.3.1 Notwithstanding anything to the contract in the Agreement or Service Exhibit, Lumen may provide any notice to Customer under this Service Schedule by: (i) posting a notice on the applicable Website or Edge Services portal; or (ii) sending a message to the email address then associated with the Customer account. Notices posted on the Website or Edge Services portal will be effective upon posting or as otherwise stated in the notice and notices provided by email will be effective when the email is sent. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with the Customer account when the email is sent, whether or not Customer actually receives the email. Customer acknowledges that notice provided in accordance with this section is in lieu of and not in addition to any legal notice section of the Agreement or Service Exhibit. Lumen is not responsible for customers not receiving important notices regarding their account due to incorrect or outdated contact information.

11.3.2 All Customer notices for Service disconnect and termination must be sent via email to Lumen at: EdgeServicesIncident@lumen.com. All Customer notices must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective thirty (30) days after Lumen's receipt of the notice. Routine operational notices should be provided in writing to the applicable Lumen sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Service Schedule may result in continued charges, and Lumen will not credit charges for such noncompliance.

11.3.3 Customer acknowledges and agrees that posting on the Website or Edge Services portal (collectively referred to as "Website") is effective notice for all of the following: (a) fees and charges for any new Service or new feature of a Service will be effective when the updated fees and charges are posted on the Website; (b) fees for new Services or Service features are not applicable unless purchased by Customer; and (c) increases to prices listed on the Website or additional new fees and charges for any existing Services at any time upon posting on the Website.

12. Definitions.

"Revenue Commit" or "Commitment Amount" means a minimum Term Commit and a minimum monthly Revenue Commit in the amount indicated in the applicable Order. Any applicable commit will be expressly documented in a Service Order. Customers may add/modify/disconnect individual Services at any time at will so long as the applicable minimum usage commit is met each month.

"Term Commit" means a minimum term greater than one (1) month, as indicated in the applicable Order.

SERVICE SCHEDULE: LUMEN NETWORK STORAGE

The services covered by this Service Schedule are the Lumen Network Storage (“LNS”) Services provided by Lumen to Customer (“Services”). Not all Services are available in all regions or countries and are subject to availability of adequate capacity and Lumen’s acceptance of a signed Service Order.

1. Customer’s use of Services is subject to the LNS Service Guide, the LNS Service Level Agreement, and the LNS Supplemental Terms which are hereby expressly incorporated herein and are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

2. Service Description.

2.1 Lumen Network Storage is a usage-based, pay for use multi-protocol storage service that includes: (i) a physical infrastructure layer comprised of a Lumen provided server available in the configurations identified below and running a virtual operating system that enables a virtualized storage environment; and (ii) connectivity requirements described in Section 2.2 below:

2.1.1 For Service available via self-serve on the Edge Services portal or in connection with Managed Hosting Services separately purchased by Customer under separate terms and conditions, Lumen Network Storage is available on Lumen owned and managed multi-tenant or dedicated hardware within a Lumen controlled or managed environment. Lumen provides the private connection between the Customer’s environment and the LNS equipment per the Connectivity section below.

2.1.2 If Customer is purchasing Lumen Network Storage in connection with its Managed Hosting Services, Lumen Network Storage is also available on a dedicated, virtualized instance of Lumen owned/controlled and managed hardware at a non-Lumen controlled environment such as the Customer’s premises or other Customer controlled location. This configuration option may require additional terms and conditions.

Lumen and/or its designee will provide the design/installation, initial testing and configuration, administration, monitoring, maintenance and support, for the components detailed in this Service Schedule.

2.2 Service Components.

2.2.1 **Adaptive Tier.** The Storage Node is provided with Adaptive Tier and includes standard encryption of stored content, and private server access to storage volumes from Customer’s compute infrastructure. Customer is solely responsible for security of content traversing the network (i.e., in transit), including encryption. The Storage Node is the core component of the Service, and includes volume provisioning, and storage management. After the initial Order, Customer may provision one or more Storage Nodes through the Portal for one or multiple physical locations, provided that only one Storage Node may be deployed at each location.

2.2.2 **Object Tier.** Object Tier tenants are a dedicated group of users that share common access privileges to data. Customers may establish one or more tenants; however, each tenant, including stored content, is standalone and not accessible to any other tenant. Standard encryption is provided of stored content and content traversing the shared network connection. Access to the Object Tier is via an encrypted shared network connection.

2.2.3 Connectivity Requirements.

(A) **Host access for Adaptive Tier** is a connection between Customer’s compute infrastructure and the Service provided. This connectivity may be enabled either via 1) a private connection between the LNS server and the Lumen managed infrastructure if the Service is in a Lumen controlled or managed environment, and/or 2) Customer provided and managed local networks within Customer’s premises.

(B) **Host access for Object Tier** is an encrypted network connection via public internet connectivity provided by the Customer.

(C) **Data Replication** between Storage Nodes and on shared instances is included as a part of the Service. Data Replication on dedicated instances is an optional, orderable feature that requires the purchase of a separate Lumen approved and provided networking service that connects between at least two physical locations.

2.2.4 **Management Access** is a Lumen provided connection between Lumen’s core infrastructure and the Service for each supported configuration. Lumen will maintain global administrative access to the hardware at all times and will maintain the root password for all Lumen managed functions in order to maintain configuration consistency and accountability for changes. Lumen does not have access to any Customer data stored on the LNS hardware. Management access may be enabled via existing connections or new connectivity provided by Lumen if the Service is provided on Lumen owned and managed multi-tenant or dedicated hardware within a Lumen controlled or managed environment. Customer is required to procure applicable connectivity and enable and continuously maintain access and/or other needed permissions in order for Lumen to manage the Service if the Service is provided at a non-Lumen controlled environment.

2.3 **Design/Installation.** Lumen will provide the following:

2.3.1 **Service Pod.** Sizing and selection of Service Pod components, configuration, deployment and management by Lumen and/or its designee as needed to satisfy Customer’s projected capacity requirements.

2.3.2 Capacity planning. Each physical location requested is subject to initial and ongoing capacity planning and location availability. Lumen pre-determines upfront availability of capacity in multi-tenant configurations. Customer will provide Lumen with projection capacity requirements at the time of Order for on premises configurations, within commercially reasonable thresholds. Customer acknowledges that capacity planning is an estimate only and not a guarantee of capacity and actual usage may require capacity adjustments. Lumen will use reasonable efforts to meet and/or adjust Customer's capacity requirements; however, adjusting to increased capacity requirements is not on demand and requires that Lumen physically install hardware at the applicable location and Customer is responsible for providing Lumen as much notice as possible of increase capacity requirements. Availability of additional capacity by requested dates is not guaranteed. No installation SLA applies, and no credits or other remedies are available to Customer for failure to meet requested dates.

2.4 Storage Node Provisioning and Configuration.

2.4.1 Lumen automation tools, utilizing various open source software, and available for self-serve within the Portal, enables Customer to provision a Storage Node according to parameters defined within the Portal. Certain features selected by Customer within the Portal may be subject to additional fees and such features may be more fully described in the Service Guide.

3. Pricing; Billing.

3.1. Service pricing is based on volume size and other configurations selected by the Customer. Pricing for pay as you go Services is subject to change upon notice or during any renewal period for Service subject to a Term Commit. Lumen captures this usage information hourly based on how much is provisioned by Customer and aggregated over the month for purposes of invoicing. Specifics on billing structures are identified below.

3.2. Storage Tiers. Storage Volumes may be provisioned on one of two tiers, corresponding to Access Protocol as defined below. Currently available Storage Tiers are:

3.2.1 Adaptive Tier. Multi-protocol volumes providing adaptive performance with no minimum and a maximum of 30,000 IOPs per TB. Charges for Adaptive Block/File Tier are the sum of provisioned capacity in GB plus IOPs per GB consumed, prorated hourly. IOPs usage and associated IOPs charge is calculated as the maximum IOPs consumed by an individual Storage Volume in a calendar hour.

3.2.2 Object Tier. S3-compatible object storage charged based upon capacity only, prorated hourly.

3.3 Service Term; Renewal; Termination.

3.3.1 Service Term. The Initial Service Term of any LNS Service not subject to a Revenue or Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to access and use the Service (i.e. pay as you go). The Initial Service Term of any LNS Service subject to a Revenue Commit or Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Order. Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, at the conclusion of the Initial Service Term, the Services will renew on a month to month basis at the same monthly Revenue Commit unless Customer, prior to expiration of the committed term signs a new Order with a new Revenue Commit or Term Commit.

3.3.2 Termination. Customer may terminate a Service at any time without liability for early termination charges if the Service is not subject to a Revenue Commit or Term Commit. If any Service subject to a Revenue Commit and Term Commit is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable Initial Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current Revenue Commit (as identified on the applicable Order) multiplied by the number of months remaining in the Initial Service Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges). Any Service in a renewal term and subject to a monthly Revenue Commit may be terminated by either party upon advance thirty (30) days written notice.

3.4 Revenue Commit.

3.4.1 When an Order includes a Revenue Commit, Customer (i) agrees to the Revenue Commitment for each month of the Initial Service Term (may also be referred to as "Term Commit"); and (ii) agrees that any applicable discount identified on the Order is off list rates for usage only and that the discount applies only for the Initial Service Term. Any other applicable fees or other services the Customer may elect to activate, including applicable taxes and surcharges do not contribute toward the Revenue Commit. Notwithstanding anything to the contrary, rates may be modified at any time for pay as you go or at any time during any renewal term.

3.4.2 Notwithstanding anything to the contrary in the Agreement, the Service Commencement Date for Services subject to a Revenue Commit and Term Commit is the date the Service is made available to Customer, regardless of the date Customer elects to utilize Service and constitutes Lumen's acceptance of Customer's request for Service.

3.4.3 To the extent actual compute usage in a month (i) exceeds the Revenue Commit, Customer will pay the Revenue Commitment plus the actual usage. Compute overages are also invoiced at discounted rate; or (ii) is less than the Revenue Commit, Lumen will invoice Customer and Customer agrees to pay, any shortfall between the Revenue Commit and actual usage.

4. Lumen Responsibilities.

4.1. Lumen is not responsible or liable for any delays, security policies, security breaches attributable to the Services or connectivity between Storage Nodes. Further, Lumen is not responsible for any loss or corruption of data or information. Lumen assumes no responsibility whatsoever for any damage to, loss or destruction of, or unauthorized disclosure of any of Customer's files, data or peripherals which may result from Customer's use of Service, including transmission between nodes and/or Customer's own or contracted infrastructure, or Customer's errors or omissions in self-provisioning the Service or loss or disclosure of any data or information stored within the Service. Lumen does not warrant that others will be unable to gain access to Customer's computer(s) and data. Lumen has no responsibility and assumes no liability for such acts or occurrences.

4.2. Lumen responsibilities for the Service are restricted to those components of the Service Pod up to, and including the network switch contained within the Pod, and any Lumen provided tools or systems necessary for managing the Service. Lumen is not responsible for network connections beyond the Service Pod, except if such connections are managed by Lumen as part of a separate purchased service.

4.3. Customer data stored within the Service is encrypted at rest. Lumen maintains security controls around the encryption keys including storage of keys in an access restricted key vault and keys are rotated on a regular basis.

5. Customer Responsibilities.

5.1. Customer acknowledges and agrees that its failure to perform its obligations set forth in the Agreement, Service Exhibit or this Service Schedule, including for Customer's errors or omissions in setting up, configuring and/or modifying the environment or Service may result in Lumen's inability to perform the Services and Lumen will not be liable for any such failure to perform.

5.2. If any Service Pod 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 the hardware and the Lumen network; (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, the hardware or network or interfere with the maintenance thereof; (e) it bears the entire risk of loss, theft, destruction, or damage to the hardware at Customer locations; (f) it will provide all information and cooperation reasonably required by Lumen in order for Lumen to provide the Services hereunder; and (g) upon any expiration or termination of the applicable Service, Customer will, at the option of Lumen, return the Service Pod to Lumen at Customer's expense, or provide all necessary cooperation to allow Lumen to remove the hardware from any Customer location(s).

5.3. Customer will provide Lumen's approved personnel, immediate access to Customer's physical location to resolve any issues with the Service Pod that cannot be resolved remotely. Customer will ensure that all permissions of any kind needed for the installation and operation of the Service are in place at all times. If the Customer has an Access Control List (ACL) that interferes with management connections, the Customer must allow Lumen access for management and monitoring.

5.4. Customer agrees to notify Lumen in writing at least sixty (60) days prior to requested relocation of the any Service Pods installed on a Customer premise only. Customer agrees that a Change Order, including applicable fees, will apply for any changes to locations. Lumen reserves the right to install alternate hardware that does not materially affect the functionality of the Service. Customer agrees to cooperate with Lumen in the installation of any new hardware.

5.5. Customer will not send, receive or store content containing material which is in breach of any applicable laws, codes, conventions or regulations and agrees that it has and will maintain all necessary rights and authorizations associated with such content. Customer assumes all liability and responsibility for the content of their content or digital files.

5.6. Customer is solely responsible for changes it makes to the Service via the Portal, for maintaining appropriate security, routine archiving of content, and protection and backup of applicable content, which may include the use of encryption technology to protect content from unauthorized access. Lumen will not be responsible for any service interruption resulting in actions taken by the Customer affecting the Service as these are outside of Lumen's control.

5.7. Customer is responsible for ensuring that Lumen has all appropriate permissions to install the applicable software components (subset of the Service Pod) on the third party infrastructure. Customer is also responsible for enabling Lumen management access per the Connectivity requirements noted above.

5.8. Customer represents that it will ensure that all information provided to Lumen is accurate at all times and that any business contact has consented to Lumen's processing of Customer's personal information for such purposes.

6. Definitions.

Access Protocol: The access method used to establish a connection between an operating system and a Storage Volume and falls into categories of block, file and object protocols. Lumen Network Storage access protocols include NFS v3 and CIFS for file access and iSCSI for block access. Object tier access is via an industry-standard S3-compatible protocol.

IOP means Input/Output operation. Within the Service IOPs are used to meter consumption of performance units measured from the software-defined storage controller and does not include endpoint (server) effective IOPs.

Portal(s): Portal(s) means the Lumen Network Storage Portal and any other Lumen designated Portal as used within this Service Schedule and associated with the Lumen Network Storage Service.

Storage Node: A Storage Node, available with Adaptive Tier, is a software-defined storage array configured on the underlying hardware at a given location that is co-located with the workloads that are consuming the Service. Each Storage Node is dedicated to a single customer.

Service Pod: A Service Pod is the hardware and software upon which the Service is delivered, including physical servers, storage and network devices and associated software. Service Pods are installed in all Service locations except third party cloud providers, where only software is installed on the provider's underlying infrastructure. Hardware may be owned by Lumen, an affiliate or its vendors.

Storage Volume: A Storage Volume refers to the logical container that holds data being stored. Storage Volumes provide multi-protocol access to servers.

SERVICE SCHEDULE: LUMEN DATA PROTECT

The services covered by this Service Schedule are the Lumen Data Protect (“LDP”) Services provided by Lumen to Customer (“Services”). Not all Services are available in all regions or countries and are subject to availability of adequate capacity and Lumen’s acceptance of a signed Service Order.

1. Customer’s use of Services is subject to the Service Level Agreement and if applicable, LDP Supplemental Terms are hereby expressly incorporated herein and are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. This Service requires the purchase of a Lumen managed storage service, currently Lumen Network Storage, which is subject to separate terms and conditions and pricing.

2. Service Description.

2.1 Lumen Data Protect is a usage-based, pay for use Lumen-managed data and application backup and recovery service that includes: (i) a Lumen-managed, Customer-dedicated virtual Backup Gateway and associated software; (ii) access to a Lumen Service Portal for self-service configuration and reporting of backup and recovery features; and (iii) connectivity requirements described below.

2.1.1 For Service available in connection with Managed Hosting Services separately purchased by Customer under separate terms and conditions, Lumen Data Protect includes a Gateway deployed on Lumen owned and managed multi-tenant hardware within a Lumen controlled or managed environment. Lumen provides the private connection between the Customer’s environment and the Backup Gateway per the Connectivity section below.

2.1.2 If Customer is purchasing Lumen Data Protect to backup its data or applications outside of a Lumen controlled or managed environment, additional Lumen services may be required to provide connectivity between the Customer environment, the Backup Gateway and other required services.

Lumen and/or its designee will provide the design/installation, initial testing and configuration, administration, monitoring, maintenance and support, for the Lumen provided Backup Gateway.

2.2 Service Components.

2.2.1 **Backup Gateway.** The Backup Gateway is a virtual appliance installed either on Lumen owned multi-tenant hardware or within Customer’s environment, that provides: (i) ingestion and processing of Customer’s data into encrypted point-in-time backups; and (ii) transfer of encrypted backups to a Lumen-managed storage service (described in Section 2.2.4 below). The Backup Gateway encrypts the data in transit from the Customer’s environment to the target storage. If the Backup Gateway is installed within Customer’s environment (i.e., as a virtual agent on customer hardware or a Lumen provided device), Customer is responsible for ensuring that Lumen has, at all times, management access to the Backup Gateway. Lumen is not responsible for any failures in Services due to Lumen’s inability to access the Backup Gateway.

2.2.2 **Backup Agent.** The Backup Agent is a software application installed on a Customer provided server that enables encryption of Customer’s data, authorization of the transfer of the data solely to the Backup Gateway, and related features of the Service. The Backup Agent is installed by Customer or a designee via an automated process that requires system-level credentials. Credentials are not retained or stored within the Service or on any Lumen owned or managed systems. Customer has the right to use the Backup Agent solely as part of this Service offering during the term only.

2.2.3 **Service Portal.** The Service Portal is a self-service interface for configuration and execution of Service features, including adding Customer systems, scheduling backups and related policies, data restores from backups, reporting/auditing and portal user management.

2.2.4 **Backup Storage.** Backups are stored in an encrypted format on Lumen managed storage (requires separate purchase of a Lumen managed storage service), according to Customer configured retention policies. Backup storage is not directly attached to Customer’s network or systems, providing separation from potential security or malware injection originating from Customer’s systems, and availability of isolated backups that may be used to recover Customer’s data.

2.3 Connectivity Requirements.

2.3.1 **Service Portal Access** requires Customer provided public Internet connectivity.

2.3.2 **Backup Gateway.** Private network connectivity between the Customer’s system(s) being backed up by the Service and the Backup Gateway is required. This connectivity may be enabled either via 1) a Lumen-managed network service (purchased separately); or 2) a Customer provided and managed local network, in addition to Customer provided public Internet connectivity if the Backup Gateway is installed outside of a Lumen owned and managed environment.

2.3.3 **Backup Storage.** If the Backup Gateway is installed in a Customer managed environment, Customer provided and managed private network, and Customer provided public Internet connectivity between the Backup Gateway and storage is required.

2.3.4 Alternative Data Restore Location. LDP provides optional restoration of Customer data from LDP backups to an alternative destination (enabled and configured by Customer via the Service Portal). Use of this feature requires Customer provided connectivity to the alternative destination. Customer is solely responsible for the security of Customer provided connectivity.

3. Pricing and Billing.

3.1 Service billing is based upon the amount (e.g. Terabytes (TBs) and/or the number of VMs or seats) of data being backed up as further described below. Charges for storage services for Customer backups are separate. Pricing for pay as you go Services is subject to change upon notice or during any renewal period for Service subject to a Revenue Commit and Term Commit. Lumen captures this usage information hourly, with any usage within a billing period resulting in a usage charge for the full billing period at the rate associated with the highest usage within that billing period (e.g. source data subject to backup is 10 VMs for 30 days and 1 VM for 1 minute – Customer will be charged for the 11 VMs for the entire billing cycle). Customers with a Revenue Commit will be billed the higher of the Revenue Commit or actual usage per month as an MRC.

3.2 Pricing specifics by data type.

3.2.1 Filesystem Terabytes (TB) protected. File-level backups are billed by the maximum TB of data protected in a billing period, in full TB increments.

3.2.2 Database (TB) protected. Application consistent backups of Oracle, Oracle RAC and SQL Server databases are billed by the maximum TB of data backed up or protected in a billing period, in full TB increments.

3.3.3 Virtual Machines or Kubernetes Containers (standard or premium). Virtual Machines (VM) and Kubernetes containers are billed by the maximum number of VMs or containers backed up or protected in a billing period.

3.3.4 SaaS. Microsoft 365 and Salesforce backups are billed by the maximum number of SaaS user seats protected in a billing period.

4. Service Term; Renewal; Termination.

4.1 Service Term. The Initial Service Term of any LDP Service not subject to a Revenue Commit and Term Commit will commence on the applicable Service Commencement Date and will remain in effect for as long as Customer continues to access and use the Service (i.e. pay as you go). The Initial Service Term of any LDP Service subject to a Revenue Commit and Term Commit will commence on the applicable Service Commencement Date and will continue for the period set forth in the Order. Notwithstanding anything to the contrary in the Agreement or the Service Exhibit, at the conclusion of the Initial Service Term, the Services will renew on a month to month basis at the same monthly Revenue Commit unless Customer, prior to expiration of the committed term signs a new Order with a new Revenue Commit and Term Commit.

4.2 Termination. Customer may terminate a Service at any time without liability for early termination charges if the Service is not subject to a Revenue Commit and Term Commit. If any Service subject to a Revenue Commit and Term Commit is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable Initial Service Term, then Customer will be liable for: (i) an early termination charge equal to 100% of the then current Revenue Commit (as identified on the applicable Order) multiplied by the number of months remaining in the Initial Service Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges). Any Service in a renewal term and subject to a monthly Revenue Commit may be terminated by either party upon advance thirty (30) days written notice.

4.3 Effect of Termination. The Backup Gateway and all stored backups will be deleted within 30 days from the date of disconnection or termination, unless Customer separately contracts for retention and pay-per-restore services. During such thirty-day time period, Customer will have read-only and restore access to the Customer data backed up. Customer is responsible for preserving its data upon termination or expiration of the applicable Service. Upon termination or expiration: (i) all rights to the Service and related materials will immediately cease; (ii) Customer will promptly pay Lumen any fees due and payable through the date of termination; (iii) Customer will uninstall and destroy or return the applicable Backup Agent and any Lumen provided device, if applicable.

4.4 Revenue Commit. When an Order includes a Revenue Commit, Customer (i) agrees to the Revenue Commit for each month of the Initial Service Term (which may also be referred to as "Term Commit"); and (ii) agrees that any applicable discount identified on the Order is off list rates for usage only and that the discount applies only for the Initial Service Term. Any other applicable fees or other services the Customer may elect to activate, including applicable taxes and surcharges do not contribute toward the Revenue Commit. Notwithstanding anything to the contrary, rates may be modified at any time for pay as you go or at any time during any renewal term.

Notwithstanding anything to the contrary in the Agreement, the Service Commencement Date for Services subject to a Revenue Commit and Term Commit is the date the Service is made available to Customer, regardless of the date Customer elects to utilize Service and constitutes Lumen's acceptance of Customer's request for Service.

To the extent actual compute usage in a month (i) exceeds the Revenue Commit, Customer will pay the Revenue Commitment plus the actual usage. Compute overages are also invoiced at discounted rate; or (ii) is less than the Revenue Commit, Lumen will invoice Customer and Customer agrees to pay, any shortfall between the Revenue Commit and actual usage.

5. Lumen Responsibilities.

5.1 Lumen is not responsible or liable for any delays, security policies, security breaches attributable to the Services or connectivity between the Backup Gateways. Further, Lumen is not responsible or liable for any loss or corruption of data or information. Lumen assumes no responsibility whatsoever for any damage to, loss or destruction of, or unauthorized disclosure of any of Customer's files, data or peripherals which may result from Customer's use of Service, including transmission between Backup Gateways and/or Customer's own or contracted infrastructure, or Customer's errors or omissions in self-provisioning the Service or loss or disclosure of any data or information. Lumen does not warrant that others will be unable to gain access to Customer's computer(s) and data. Lumen has no responsibility and assumes no liability for such acts or occurrences.

5.2 Lumen responsibilities for the Service are restricted to those components of the Backup Gateway up to, and including the network switch contained within the gateway, and any Lumen provided tools or systems necessary for managing the Service. Lumen is not responsible for network connections, except if such connections are managed by Lumen as part of a separate purchased service.

5.3 The Service may access and transfer information over the internet, and Lumen does not operate or control the internet. Viruses, worms, trojan horses and other undesirable data or components or unauthorized users (e.g., hackers) may attempt to obtain access to and damage Customer data, devices and networks. Lumen is not responsible for any such activities. In addition to any other applicable disclaimers of warranty in the Service Exhibit or Agreement, Lumen and its licensors do not warrant that the Service will run properly in all IT environments, be uninterrupted or error-free, meet Customer's needs or requirements.

5.4 Third-Party Products & Services. Lumen may use third parties to assist in the provision of the Services and such third parties are intended beneficiaries of these terms. The Service may include third-party software, applications, platforms, hosted storage, messaging or communication services or API's (collectively, the "Third-Party Services"). These Third-Party Services are not offered, controlled or provided by Lumen, and may be changed, modified or discontinued by the third-party without notice. Lumen and its Third-Party Service providers expressly disclaim any and all liability related to, or arising from, the Third-Party Services, including Customer's use thereof, or any updates, modifications, outages, delivery failures, corruptions, discontinuance or termination of services by the Third-Party Service. Lumen is not responsible or liable for the manner in which Third-Party Services transmits, accesses, processes, stores, uses or provides data to Lumen.

6. Customer Responsibilities.

6.1 Customer acknowledges and agrees that its failure to perform its obligations set forth in the Agreement, Service Exhibit or this Service Schedule, including for Customer's errors or omissions in setting up, configuring and/or modifying the environment or Service may result in Lumen's inability to perform the Services and Lumen will not be liable for any such failure to perform.

6.2 If any Backup Agent is installed on Customer hardware or if Lumen provides a physical device with the Backup Agent, and 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 the hardware and the Lumen network; (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, the hardware or network or interfere with the maintenance thereof; (e) it bears the entire risk of loss, theft, destruction, or damage to the hardware at Customer locations; (f) it will provide all information and cooperation reasonably required by Lumen in order for Lumen to provide the Services under this Service Schedule; and (g) upon any expiration or termination of the applicable Service, Customer will, at the option of Lumen, promptly delete the Backup Agent at Customer's expense, or provide all necessary cooperation to allow Lumen to delete the software and/or arrange for returning the device.

6.3 Customer will provide Lumen's approved personnel, immediate access to Customer's physical location to resolve any issues with the Backup Agent that cannot be resolved remotely. Customer will ensure that all permissions of any kind needed for the installation and operation of the Service are in place at all times. If the Customer has an Access Control List (ACL) that interferes with management connections, the Customer must allow Lumen access for management and monitoring.

6.4 Customer agrees to notify Lumen in writing at least sixty (60) days prior to requested relocation of any hardware that includes the Backup Agent. Customer agrees that a Change Order, including applicable fees, will apply for any changes to locations.

6.5 Customer will not send, receive or store content containing material which is in breach of any applicable laws, codes, conventions or regulations and agrees that it has and will maintain all necessary rights and authorizations associated with such content. Customer assumes all liability and responsibility for the content of their content or digital files.

6.6 Customer is solely responsible for changes it makes to the Service via the Service Portal, for maintaining appropriate security, routine archiving of content, and protection and backup of applicable content, which may include the use of encryption technology to protect content from unauthorized access. Lumen will not be responsible for any service interruption resulting in actions taken by the Customer affecting the Service as these are outside of Lumen's control.

6.7 Customer is responsible for ensuring that Lumen has all appropriate permissions to install the applicable software components on the Customer equipment. Customer is also responsible for enabling Lumen management access per the Connectivity requirements noted above.

6.8 Customer represents that it will ensure that all information provided to Lumen is accurate at all times and that any business contact has consented to Lumen's processing of Customer's personal information for such purposes.

6.9 Customer Use. Customer is responsible for ensuring that it maintains and operates the information technology infrastructure from which the Service copies, backs up, maintains, and transfers Customer's data including databases, applications, files, software, computers, servers, network hardware, or any other device and determining whether the Service meets Customer's technical, business or regulatory requirements. Customer will not: (i) interfere with the proper working of the Service or, if applicable, impose an unreasonably large load on Lumen's infrastructure; (ii) copy, modify, disassemble, decompile or reverse engineer any part of the Service or apply any other process or procedure to derive source code or functionality of any software included in the Service; (iii) initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs; or (iv) resell the Service or use the Service in order to build a similar or competitive application or service.

6.10 Customer Acknowledgments. Customer agrees: (i) Customer is solely responsible for data retention policies and any other policy settings, schedules, and configurable parameters applied to Customer's data, including implementing its own specific retention policies, (ii) Customer and its Authorized Users will keep Access Credentials confidential, and Customer remains responsible for the acts and omissions of its Authorized Users and any activity that occurs under its account(s) using the Access Credentials; (iii) Customer will use the most current version of the Backup Agent at all times, unless otherwise agreed in writing; (iv) Customer is responsible for the security of its data if Customer disables any encryption or other security feature within the Service; and (v) Customer is responsible for maintaining its own internet and data connections, and components of the Service that are accessed or used through internet connections and may be subject to Customers' internet service providers fees and downtime. Customer acknowledges its data may not be available if: (i) Customer's initial backup and replication is not properly completed by Customer; (ii) Customer deletes data and does not restore it after deletion pursuant to Customer's data retention policies; (iii) Customer selects incorrect or inappropriate retention policies within the Service; (iv) Customer's IT environment is unable to secure a connection with Lumen's servers or network; or (v) Customer fails to follow Lumen's technical requirements and the Documentation for utilizing the Service, including installing updates, or failing to periodically test Customer's backups and restores, or ensure that Customer's data is protected and not otherwise corrupted.

6.11 Customers will be required to download or install a Backup Agent to support the Service. No license is provided. The Service, including use the Backup Agent in binary code form, is provided for Customer use and access only during the Service Term and only in accordance with this Service Schedule and any user manuals and other information provided to assist Customer in its use and operation of the Service.

6.12 Customers may authorize one or more of its employees, consultants, vendors or agents (collectively, "Authorized Users") to access and use the Service on Customer's behalf. Each Authorized User will establish or be provided a username and password and may also establish or be provided other access credentials, such as an encryption key (the "Access Credentials"). Customer acknowledges that its Authorized Users have full access to and management privileges of its Customer Account(s) and data.

7. Upgrades; Support; Service Changes.

7.1 Lumen will use all reasonable efforts to provide Customer with one (1) year's prior written notice before terminating the availability of any Service offering and six (6) months' notice for end of life of features within the Service. Lumen reserves the right to end of life or wind down services in accordance with these notice provisions notwithstanding any then current Term Commit of Customer.

7.2 Lumen may, from time to time, upgrade, update, portions or versions of the Service in order to provide ongoing innovation in the form of new services, features and functionality. Upon Lumen's notification, Lumen may require the installation of certain upgrades or updates.

8. Definitions.

"Revenue Commit" means a minimum monthly Revenue Commit in the amount indicated as an MRC in the applicable Order and as an MRC in the invoice. A Customer with a Revenue Commit may add/modify/disconnect individual Services at any time at will so long as the applicable minimum usage commit is met each month.

"Service Commencement Date" means the date the applicable Order is executed by Customer if that Order includes a Revenue Commit and Term Commit; or for Services not subject to a Revenue Commit and Term Commit, the date Lumen makes the Services available to Customer.

"Term Commit" means a minimum term greater than one (1) month, as indicated in the applicable Order.

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