

Lumen Service Level Agreement ("SLA")

Lumen Data Protect Service

Updated: August 14, 2023

1. Introduction.

This SLA for Lumen Data Protect ("SLA Attachment" or "SLA") sets forth the service levels ("Service Levels") for the Lumen Data Protect Service provided to Customer by Lumen and is in lieu of the SLA terms set forth in the Agreement. "Lumen" is defined as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. This SLA Attachment is subject to and incorporated into the Agreement and the applicable Service Exhibit/Service Schedule(s) between the parties and any terms not defined in this SLA will have the meaning set forth in the Agreement.

In the event of a Service Level Failure, Customer may be entitled to receive the applicable service credit set forth in this SLA ("Service Credit").

2. Service Levels; Service Credit Calculation.

Subject to the Limitations identified below, Lumen will use commercially reasonable efforts to make the Backup Gateway(s) and/or Service Portal available for use with a monthly uptime percentage of at least 99.99% ("Availability SLA"). The Backup Gateway(s) and Service Portal are considered available when the Backup Gateway and/or the Service Portal are available for configuration and execution of Service features, including ability to restore from prior backups, as reasonably determined by Lumen. The Availability SLA is calculated by dividing the total number of minutes of uptime in a calendar month by the total number of minutes in that calendar month. Partial minutes or intermittent downtime for a period of less than one minute will not be counted towards any downtime periods.

A Service Level Failure will be deemed to occur when the Availability SLA falls below 99.99%. In the event of a Service Level Failure, Customer may be entitled to a Service Credit for each Affected Service equal to 20% of the actual usage or recurring charges incurred and billed for the Affected Service in the month that the Service Level Failure occurred. This Service Level and any applicable service credit is addition to and not in lieu of any other applicable Service Level and/or failure that may apply for related Services, including connectivity provided by Lumen.

3. Process.

Customer must request any Service Credit due under this SLA by submitting an e-mail to billing@lumen.com within sixty (60) calendar days of the conclusion of the month in which the Service Level Failure(s) occurs. Customer waives any right to Service Credits not requested within this sixty (60) calendar day period. Service Credits will be issued once validated by Lumen and applied toward the invoice which Customer receives no later than two (2) months following Customer's Service Credit request. All performance calculations and applicable Service Credits are based on Lumen records and data unless Customer can provide Lumen with clear and convincing evidence to the contrary.

4. Maintenance.

At certain times planned maintenance is required on the Service and although not expected, may limit, restrict or suspend the availability of the Service. Lumen will provide at least 48-hour notice to Customers for potentially disruptive maintenance activity via email or upon posting to <https://statusctl.io>. Potentially disruptive activity includes maintenance where Lumen cannot remove or migrate the stored data from the target system but it is expected that the maintenance will have no customer impact. Lumen will provide at least 96-hour notice via email or upon posting to <https://statusctl.io> for disruptive maintenance activity that will likely suspend availability of the Service.

"Affected Service" means (i) one or more of the Backway Gateways; and/or (ii) the Service Portal is actually unavailable and causes a disruption in Customer's ability to configure and execute features:

"Emergency Maintenance" means unscheduled maintenance to the Services which must be performed on an emergency basis where failure to do so is likely to result in an imminent and/or material service deficiency (i.e. the installation of new virus or worm patches that are released by our software vendors that must be immediately applied to prevent infections of servers, in order to mitigate against known security vulnerability or code bugs). Emergency Maintenance may limit, restrict or suspend the availability of the Services. Emergency Maintenance will be performed without advance notice to Customer because of its immediate nature.

5. Limitations.

This SLA provides Customer's sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. This SLA and any remedies under this SLA will not apply and a Service Level Failure will not be deemed to have occurred and Customer will not be entitled to receive a Service Credit (a) if any inconsistencies or unavailability within the Customer's environment results from changes in the Customer's source environment, including either intentional or accidental connections or disconnections to the Customer environment or Customer's infrastructure; or (b) in the event of an Excluded Event.

"Excluded Event" means any event that adversely impacts the Service that is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents, including as it relates to self-provisioned configurations; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Lumen; (c) force majeure events; (d) scheduled or planned Maintenance and/or Emergency Maintenance; (e) any suspension of Service pursuant to the Agreement; (f) connectivity outages; (g) unavailability of access to the Service Portal due to any reason outside of Lumen's control, including failure of the Customer to provide the encryption password, or failure to enter the encryption password in a timely manner, or loss of the encryption password by the Customer; or (h) failure of network connections provided by Customer; (i) failure of Customer provided and managed local networks within Customer's premises and/or Customer's private virtual network, if applicable; (j) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information or 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. Customer will not be eligible to receive any otherwise applicable Service Credits if Customer is in breach or default under any provisions of the Agreement at the time the Service Level Failure(s) occurred or at the time when such Service Credit is requested by Customer until such breach is cured, at which point the Service Credit will be issued.