

## LUMEN MANAGED UC&C CLOUD SERVICE SCHEDULE

**1. General.** This Service Schedule is applicable to Managed UC&C Cloud Services (the “Services”). “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing services under this Service Schedule. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen’s standard Master Service Agreement (the “Agreement”). When Service is used to support Customer’s Microsoft Teams Tenant, as the term “Tenant” is defined in the Definitions section below, Service may also be referred to as “Lumen Solutions for Microsoft Teams” in Orders, invoices and other documents. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

**1.1 Additional General Terms.** All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. 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.

**2. Services.** Managed UC&C Cloud Services and features include the following:

**2.1 Managed SBC Service** is a solution that provides call connectivity and support for Customer’s Tenant utilizing one or more hosted, managed virtual cloud-based Session Border Controllers (“SBCs”) on the HALO™ platform and integration of Customer’s PSTN Connectivity (defined below) and users with Customer’s Tenant via connectivity established when Customer’s SIP Trunks are routed and connected to Customer’s Tenant via the hosted virtual cloud SBCs included in the Service. Managed SBC is provided within a shared virtual environment on the HALO platform in the Lumen cloud and can be configured and provided in a single or multiple Lumen designated data centers. For avoidance of doubt, Customer’s Tenant and PSTN Connectivity are not included as part of the Service. Network Connectivity in the form of an MPLS private connection between the SBC and the Tenant is included in the Service when the Customer’s Tenant is Cisco Unified Communications Manager Cloud. Managed SBC is available in three different support models.

**2.1.1 Pro-Managed SBC** is a managed, project led provisioning and support of the Managed SBC service. Pro Managed SBC is available with a variety of third party Tenants and includes Lumen provided planning and design, implementation, and management support.

**(A) Planning and Design.**

- Project set up
- Technical overview (preliminary requirement and solution alignment)
- Technical assessment of Customer environment
- Verification of customer requirements and data gathering of Customer information
- Initial verification of planned solution.

**(B) Implementation.**

- Configuration of SIP routing directly to Customer Tenant
- Connection of SIP trunking into the virtual cloud-based SBCs on the HALO platform
- Configuration and Management service on multi-tenant HALO Session Border Controllers in each region
- Configuration of SIP trunks
- Configuration within the Customer Tenant covering:
  - Users
  - Call Queue
  - Auto Attendants
  - Calling policies
  - Call hold policies
  - Voice routing policies
  - Caller ID policies
  - Voicemail policies
  - IP Phone policies
  - Call park policies
  - Dial Plans
  - Holiday Set
  - Hardware
- Configuration of number routing
- Allocation of DR and BYOC SBC Channels, channel capacity aligned to HALO SBC Channels which are allocated on a 7:1 User to Channel ratio
- 1x resilient BYOC integration per region (North America, EMEA, APAC)

**(C) Management.**

- Management of virtual cloud-based SBCs on the HALO platform
- Help Desk (24-hour incident management)

**(D) Requirements for Pro Managed SBC.** Customers that have a Microsoft Teams Tenant and will be utilizing Pro Managed SBC will provide Lumen with an M365 user account with the Teams Communication Administrator if Customer wants Lumen provided Tenant configurations.

**2.1.2 Co-Managed SBC** includes a portal led, automated provisioning of the Managed SBC Service and the Lumen supported implementation and management support as detailed under 2.1.1 (B) and (C) of the Pro-Managed SBC option. Co-Managed SBC is only available for Customers utilizing a Microsoft Teams Tenant.

**2.1.3 Self-Managed SBC** includes a portal led, automated provisioning of the Managed SBC Service and the Lumen supported management support as detailed under 2.1.1 (C) of the Pro-Managed SBC option. Self-Managed SBC is only available for Customers utilizing a Microsoft Teams Tenant.

#### **2.1.4 Requirements for Co-Managed SBC and Self-Managed SBC.**

**(A) Authentication to Microsoft Tenant.** To facilitate the auto-provision, portal led enablement of Managed SBC via the Co-Managed SBC or Self-Managed SBC support models, Customer is required to have a Global Administrator self-authenticate delegated permissions to allow the Co-Managed or Self-Managed SBC Service to provision to the Customer's Teams Tenant via an API.

### **2.2 Optional Features of Managed SBC.**

**2.2.1 Advanced Reporting and Analytics ("Advanced Reporting and Analytics").** This feature may also be referred to as "Unify Square Power Suite" in Orders, invoices and other documents. Advanced Reporting and Analytics is a unified communications and collaboration ("UC&C") reporting solution of Unisys PowerSuite™ that provides the Customer with reports using metadata gathered from the Customer Tenant, the Service and SIP call data. Reports and dashboards include: usage and adoption overview; Number Management; executive dashboard; call statistics; call reporting; help desk, overview reports; user satisfaction surveys, notifications data collection and overviews; service health overviews; operational dashboard overview; monitoring dashboard.

**2.2.2 Number Management ("Number Management").** This feature may also be referred to as "Unify Square Power Suite" in Orders, invoices and other documents. The Number Management feature of Unisys PowerSuite provides phone number management and displays number inventory within a single interface for search, management, and number assignment to voice-licensed end users. Number Management licensing is based on users within the Customer Tenant who are voice-enabled and configured to the HALO platform.

**2.2.3 Tenant Management.** Tenant Management is the on-going support of implemented UC&C services for Customer's required changes to users, numbers, licenses areas within UC&C service application (in Customer's Tenant) to include the following:

- users
- call queue
- auto attendants
- calling policies
- call hold policies
- voice routing policies
- caller ID policies
- voicemail policies
- IP phone policies
- call park policies
- dial plans
- holiday set
- hardware

If Customer wishes to activate the Tenant Management feature, Customer must provide Lumen with the necessary role-based access to Customer's Tenant. For avoidance of doubt, Tenant Management does not provide any implementation, administration, support or management of any Emergency Calling functionality or responsibilities. Tenant Management does not include raising support tickets directly with Customer's Tenant provider for support issues with Customer's Tenant environment.

**2.2.4 Managed SBC Registration of device.** The Managed SBC Registration of device feature supports the integration of devices such as door entry units, handsets, and ATAs, into the HALO platform, allowing calls to pass to/from the SIP registration devices. The feature provides the ability to make/receive calls from any other Customer endpoint or service that is served by HALO platform to the SIP registration devices.

- (A)** Customer is responsible for the following in support of the Managed SBC Registration of device feature:
- Customers require another service on the HALO platform to interact with (PSTN, Customer Tenant.)
  - Access to the public internet
  - Access to DNS that supports DNS TTL
  - Appropriate LAN & WAN environment with NAT used
  - SIP ALG + SIP Helpers disabled on firewalls
  - DID numbers (new or existing) that can be ported to PSTN Connectivity
  - Devices that support SIP registration (SIP version 2.0)

**2.3 Service Orders.** Services ordered by Customer, charges for the Services, ancillary features and services, and the Service Term will be set out in the Order. Notwithstanding anything to the contrary in the Agreement, Lumen will notify Customer of

acceptance of requested Service in the Order by the earlier of delivery (electronically or in writing) of an Order Confirmation notice or delivery of the Service.

**2.4 Term.** The Service Term for the Services will be set forth in the Customer Order and commence on the Service Commencement Date as defined in the Agreement. Notwithstanding anything to the contrary in the Agreement, upon expiration of the Service Term set out on the Order, the Services will automatically renew for successive annual terms (each a "Renewal Term") unless either party gives at least sixty (60) days' notice in writing of its decision not to renew, and in such case the Service will expire at the end of the current Service Term. If the Customer term is automatically renewed for any Renewal Term pursuant to this Clause, the terms and conditions applicable to the Renewal Term will be the same terms and conditions in effect for the term immediately prior to such renewal, unless Customer is presented with updated terms and conditions in advance of the renewal notification period. As used in this Service Schedule, "Service Term" will include any Renewal Terms.

**2.5 Service Objectives and Service Levels.**

The following Service Levels apply only if Customer is the end-user of the Services. Service Levels do not apply to Excused Outages.

**2.5.1 Availability Service Objective.** The Availability Service Objective for the Services is 99.9%. Services are considered "Unavailable" in the event of a Priority Level 1 incident (defined below). Availability is calculated over three (3) month periods by taking the total accumulated Services cover time, less the accumulated Unavailability and dividing it by the total accumulated Services cover time. The Availability Service Objective applies only to the HALO platform and the virtual SBC. The Availability Service objective does not apply to the internet, Customer's PSTN Connectivity, Network Connectivity, Customer Infrastructure, Advanced Reporting and Analytics, Number Management, Tenant Management or components outside of the Service. Lumen will endeavor to meet the Availability Service Objective, but Lumen and its vendors will have no liability whatsoever for failure to meet the Availability Service Objective.

**2.5.2 Incident Service Restoration Service Level.** Time to restore will be measured from the time Customer opens a trouble ticket with Lumen until the affected Services are restored. Lumen will respond to incidents with an acknowledgement to Customer within 30 minutes from the time the trouble ticket is opened and restore Services within the following schedule:

| Severity         | Restore          |
|------------------|------------------|
| Priority Level 1 | 4 Hours          |
| Priority Level 2 | 8 Hours          |
| Priority Level 3 | 20 Working Hours |
| Priority Level 4 | 40 Working Hours |

"Working Days" – means Monday to Fridays (inclusive) only and exclusive of Regional bank and public holidays.

"Working Hours" – means 08.00 to 18.00 (inclusive) on Working Days.

"Region" means that country or countries where the Service is being provided. "Regional" will be construed accordingly.

The Severity level of each incident will be determined by Lumen based upon the following criteria:

| Severity  | Incident Examples  |
|---|--|
| Priority Level 1 – Critical Business Disruption | A critical incident is occurring, and all users within the Customer Organization are unable to use the Managed SBC Service.<br>OR<br>There is a total loss of the Managed SBC Service on Cloud-based SBC on the HALO platform across an entire Customer Organization or Customer Site.         |
| Priority Level 2 – Major Business Disruption    | Major Incident is occurring, and the Customer Organization or Customer Site is experiencing the total loss of a Key Feature  |
| Priority Level 3 – Minor Business Disruption    | Minor Incident is occurring, and the Customer Organization or Customer Site is experiencing. <ul style="list-style-type: none"> <li>Loss of a non-Key Feature of the Service</li> <li>Disruption to a Key Feature.</li> <li>Disruption to the Cloud-based SBCs on the HALO platform</li> </ul> |
| Priority Level 4 – Low Business Disruption      | There is a loss or disruption to any of the Services that is impacting individual users.   |

"Customer Site" means a single geographical location where the Services are deployed.

"Customer Organization" is all Customer Sites.

"Key Feature" means:

- Advanced Reporting and Analytics
- Number Management

**(A) Incident Service Restoration Service Credits.** Lumen does not provide any Service Level credits for the Tenant Management, Advanced Reporting and Number Management features or any functionality beyond the scope of Service including but not limited to Customer's Tenant, the internet, Customer's PSTN Connectivity, Network Connectivity and Customer Infrastructure. If Customer

reports a minimum of 10 incidents during the three-month period commencing with the first full billing cycle or any succeeding three-month period thereafter and Services are not restored within the time limits set forth in the above table for reasons other than an Excused Outage, Customer will be entitled to a service credit calculated as a percentage of three (3) months' worth of the monthly recurring charges. Service credits are based on the cumulative percentage of incidents which Lumen restored within the applicable time limits over a three (3) month period as set forth in the following table.

| Percentage of Incidents restored within the applicable time limits in any three (3) month period | Service Credits as a Percentage of three (3) months of Monthly Recurring Charges |
|--|--|
| ≥ 97%  | 0  |
| < 97% but ≥ 96%  | 0.75%  |
| < 96% but ≥ 95%  | 1.75%  |
| < 95% but ≥ 90%  | 2.75%  |
| < 90%  | 4.75%  |

**(B) Credit Limitations.** Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit. Credits are not applied to governmental fees, taxes, surcharges and similar additional charges.

**2.5.3** Any terms in the Agreement regarding a right of termination for an installation delay will not apply to any of the Services that are subject to this Service Schedule.

**3. Customer Responsibilities and Authorizations.**

**3.1** Customer must separately purchase licenses for the Service supported Tenant for use with the Service.

**3.2 PSTN Connectivity.** Customer must separately purchase connectivity to the Public Switched Telephone Network (“PSTN Connectivity”) for use with the Service. The charges for PSTN Connectivity are not included in the Service charges. PSTN Connectivity must be provided in the form of SIP Trunks and may be purchased from Lumen or a third-party service provider (“PSTN Service Provider”).

**3.3 Network Connectivity.** Except as otherwise provided in this Service Schedule, network connectivity is not part of the Service. Customer must separately purchase sufficient network connectivity to use with the Service. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service (“QoS”), Customer may experience call quality issues. Customer acknowledges that the only way to resolve quality issues related to connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

**3.4 Customer Infrastructure and Customer Tenant.** Customer is responsible for their network infrastructure that must be integrated with Customer Tenant or used in conjunction with the Service including but not limited to Customer’s “Active Directory” or Identity and Access LDAP, local area network (LAN), wide area network (WAN) personal computer environments, devices, firewall infrastructure, and third party software not provided under the Services, Customer is responsible for network testing within Customer’s LAN & WAN to assess suitability. The Customer is responsible for all power requirements of devices. It is the Customer’s responsibility to ensure devices have a compatible firmware version and to configure the provisioning details within the device. Service does not include any remedial work to prepare Customer’s infrastructure for integration or use with the Service and any required work will be Customer’s responsibility. Customer will provide Lumen with administrative access to Customer’s Tenant as necessary for Lumen to provide and test the Service and features.

**3.5 Customer Support Desk.** Customer will provide a support desk function to its end users of the Services. Before reporting any faults, Customer’s support desk will complete all initial troubleshooting to ensure the problem is not related to equipment or services not within the scope of the Services. Such troubleshooting will include, but is not limited to, assessing the applicable devices and operating systems, peripheral devices, any firewall configuration and connectivity not provided or managed by Lumen. If Customer’s support desk determines the fault is related to the Services, the Customer must report the fault by entering a ticket with the Lumen Help Desk.

**3.6 Access to Emergency Response Services.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**3.6.1 Emergency Calling Capability and Customer’s Obligations and Acknowledgement of Limitations.** SERVICES PROVIDED UNDER THIS SERVICE SCHEDULE DO NOT PROVIDE EMERGENCY CALLING CAPABILITY. CUSTOMER’S EMERGENCY CALLING INFORMATION MAY TRAVERSE SBCs INCLUDED IN THE SERVICE. Customer is responsible for any and all set up, configuration and updates to the Tenant for Emergency Calling. “Emergency Calling” is the ability to access emergency response services associated with the Registered Location, by dialing the relevant emergency numbers in a jurisdiction (e.g., 911, 999, 112). *911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or “PSAP”) where Customer’s connection to the SBC fails or degrades for any reason, such as failures resulting from power outages.*

*Disclosures of the general and Service-specific limitations associated with (i) accessing emergency response services or; (ii) supplemental services that may interface with Emergency Calling (the “Advisory”) are available to Customer at*

<https://www.lumen.com/911advisory>. **Effective upon posting, Lumen may modify the limitations or requirements provided in the Advisory if in Lumen's reasonable opinion, modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.** Customer acknowledges that it has been advised of its obligations and the limitations contained in the Advisory and further acknowledges its understanding by signing the applicable Order for Service.

**3.6.2 SBC Limitations and Customer Obligations.** Services provided under this Service Schedule may include implementation of an SBC into Customer's unified communications network and management of the SBC. Customer understands that Lumen's configuration of the SBC will be dependent upon the architecture of Customer's unified communications network and that Customer is responsible for providing Lumen with complete and accurate information regarding Customer's unified communications network. Customer understands that information associated with Emergency Calling received by the SBC from Customer's ingress trunks will be transmitted unchanged to Customer's egress SIP trunks. Customer further understands that it is Customer's responsibility to correctly configure Customer's unified communications network and to notify Lumen of subsequent modifications to Customer's unified communications network, including changes to its Tenant environment, and failure to notify Lumen of changes to Customer's unified communications network may impact Emergency Calling for Customer and Lumen's original configuration of the SBC and ability to manage the SBC. The administration of Customer's unified communications network, and the responsibility for ensuring Customer's Emergency Calling Provider receives accurate user number information (also known as automatic number identification/"ANI" in North America) and accurate user location information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) associated with Emergency Calling will remain the responsibility of Customer. Lumen specifically disclaims any such obligation.

**3.6.3 Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND LUMEN AND ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ANY CLAIM, DEMAND, ACTION OR LIABILITY ARISING OR RELATED TO, (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO PROPERLY CONFIGURE CUSTOMER'S UNIFIED COMMUNICATIONS NETWORK TO SUPPORT EMERGENCY CALLING, TO ADVISE LUMEN OF CHANGES TO CUSTOMER'S UNIFIED COMMUNICATIONS NETWORK OR FAILURE TO ADVISE END USERS OF ALL LIMITATIONS); AND (ii) THE ACTS AND OMISSIONS OF CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW (INCLUDING WITHOUT LIMITATION THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS). CUSTOMER WILL ALSO PAY ANY COSTS OF SETTLEMENT, DAMAGES, FINES, PENALTIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ASSESSED AGAINST OR INCURRED BY LUMEN OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IN CONNECTION WITH A CLAIM, DEMAND, ACTION, OR LIABILITY GOVERNED BY THIS PROVISION.

**3.7 Charges.** The charges for the Services may be comprised of a non-recurring charge ("NRC") and monthly recurring charges ("MRCs") calculated on a per user basis as set out in the relevant Customer Order. Additional monthly recurring charges or non-recurring charges also may apply to additional services, optional features from Lumen. Charges are due and payable in accordance with the Agreement and will be set out in the Customer Order. The charges for other Lumen services purchased in conjunction with the Services will be set forth in the relevant rate sheet or Customer Order as described in the applicable Service Schedule.

**3.8 True Forwards.** Lumen reserves the right to audit the quantity of enabled users/licenses for designated Services, and in the event that the audit reveals that the number users/licenses that are enabled for the Customer exceeds the number of users/licenses for which the Customer is currently subscribed, Lumen may increase the number of users/licenses under the Customer's subscription on a go forward basis to reflect the number of enabled users/licenses as identified in the audit ("True Forward"). Lumen will notify Customer in writing of any increases to the number of users/licenses that will be attributed to Customer's subscription and Customer's subscription will be automatically adjusted to reflect the additional enabled users/licenses count. In the month following an audit, Lumen will invoice Customer for any additional users/licenses added to Customer's subscription according to the unit price Customer is currently charged for the existing affected Services. All new users/licenses added to Customer's subscription via the True Forward process will be co-terminus with the original Service that is being augmented. Customer will have ten (10) days from Lumen's notification to validate and, if necessary, dispute the user/license quantities. Any dispute by Customer must be made to Lumen in writing within such 10 days, or Customer's validation of the new users/licenses count will be assumed. Unless otherwise specified in this schedule, Lumen may perform an audit of a Service on an annual basis anytime on or after the anniversary date of the Service Commencement Date for the Services.

**3.8.1 Users/Licenses Definitions.** The following Services are subject to True Forwards and users/licenses are defined and counted in the following ways.

**(a) Managed SBC.** When used in connection with Managed SBC, users/licenses are defined as the number of assigned Microsoft Teams Phone System licenses or equivalent PSTN calling enabling licensing, whether included with a Microsoft license (e.g. "E5") or procured as a separate add-on license, that are within the Customer's tenant and are configured to use the PSTN gateway provided as part of the Managed SBC service.

**(b) Tenant Management.** When used in connection with Tenant Management, users/licenses are defined in the same manner as Managed SBC; the Tenant Management user/license count will equal the Managed SBC user/license count if Customer has subscribed to both services.

**(c) Advanced Analytics & Reporting.** When used in connection with Advanced Analytics and Reporting, users/licenses are defined as enabled accounts (all licenses enabled in the Customer's Tenant for which the feature is collecting and analyzing data and identified as "Enabled Users" in the PowerSuite portal).

**(d) Number Management.** When used in connection with Number Management users/licenses are defined as the total number of telephone numbers being managed in the PowerSuite system and are identified as "Phone Numbers Total" in the PowerSuite

portal.

### **3.8.2 Customer Responsibilities in True Forward Reconciliation Process.**

**a)** When Lumen initiates an audit of Customer's users/licensors for Managed SBC Service or the Tenant Management feature Customer will provide its consent for Lumen or its supplier to access the users/licenses data on Customer's Tenant via the Service Manager application, or if Customer will not provide its consent to the use of the Service Manager application to access the data, Customer agrees that Customer will access and provide the users/licenses data from its Tenant by following the detailed instructions provided by Lumen. If Customer fails to provide consent to the Service Manager application or to provide the required Tenant data within the 5 business days of Lumen's request, Lumen may apply and invoice Customer for a 20% increase in users/licenses counts for all True Forward applicable services in the month following the audit and thereafter through the end of the Service Term

**b)** If Lumen's supplier or supplier's licensor detects a fifteen percent (15%) or more cumulative increase in users/licenses for the Advanced Reporting & Analytics or Number Management feature(s) within the Powersuite service portal, Lumen will notify Customer in writing of the number of additional users/licenses that will be attributed to Customer's subscription and Customer's subscription and charges will be automatically adjusted to reflect the additional enabled user/license count. Notwithstanding anything to the contrary in this Service Schedule, Lumen may initiate the True Forward reconciliations at any time during the Service Term for Advanced Reporting & Analytics or Number Management features.

**c)** When an audit results in an increase in the users/licenses counts applicable to Customer's subscription, all increases to the users/licenses counts will apply until the applicable Service is terminated. Users/licenses counts may increase one or more times during the Service Term, but users/licenses counts will never decrease during the Service Term.

**3.9 Cancellation and Termination.** This section applies in lieu of any other provision regarding cancellation and termination charges within the Agreement that may otherwise apply to the Service.

**3.9.1** Customer may cancel an Order (or a portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to (i) the sum of all charges incurred by Lumen as a result of the cancellation including but not limited to any third party cancellation or termination charges for the cancelled Service; (ii) all non-recurring charges and (iii) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

**3.9.2** Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, Customer will not be entitled to any refund of pre-paid amounts and Customer will pay Lumen a termination charge equal to the sum of (i) any outstanding amounts for Services already provided; (ii) 100% of any recurring charges which would have been charged for the remainder of the Service Term; and (iii) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide the Service. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

**3.10 Warranty.** Customer represents and warrants that it has all rights and licenses necessary to use Customer software or the applicable Tenant required in connection with its use of the Services and that it is compliant with any such rights it has been granted and any such licenses.

**3.11** Customer will defend Lumen, its directors, officers, and employees from any loss, damage, expense or liability related to any actual or alleged third party claim including reasonable attorney's fees, arising from or relating to Customer's violation or alleged violation of the "Warranty" section above or from any content or services provided or delivered by or for Customer in connection with the Services.

**3.12 HIPAA.** The parties acknowledge and agree that the Service does not maintain, store, or access Protected Health Information or similar sensitive data and instead operates as a 'mere conduit' service, and therefore is not subject to HIPAA compliance. The foregoing will not be interpreted to limit or change any compliance obligations, including HIPAA and Business Associate requirements, with regard to other services or platforms with which the Service connects.

**3.13** The Customer will provide Lumen with all necessary cooperation, information and support in a timely fashion that may reasonably be required by Lumen for the performance of the Services.

**3.14** To the extent Customer utilizes the Service in Australia, Customer agrees that Customer does not require an itemized invoice for the SBC portion of the Service in accordance with section 13(3) of Schedule 2 of the [Australian] Telecommunications Act of 1997.

## **4. Additional Terms, Service Limitations and Disclaimers.**

**4.1 No Resale.** Notwithstanding anything to the contrary in the Agreement, the Services are retail only service and resale of the Services in any form is strictly prohibited. This provision may only be changed by amendment to this Service Schedule in writing executed by authorized representatives of Customer and Lumen.

**4.2** Customer will not sell, license, lease, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Services and/or Documentation in any manner to third parties.

### **4.3 Intellectual Property; Software.**

**4.3.1** Lumen, its supplier or supplier's licensor is the owner or licensee of all intellectual property rights forming part of the Services and Documentation (including the trademarks, trade names or service marks of the Supplier or its licensor (the "Marks")). Except as

expressly set forth in this Schedule, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by Lumen, its suppliers or its licensors. Nothing in this schedule or any license granted pursuant to this schedule will be construed to convey or transfer any ownership or proprietary interest in any intellectual property rights forming part of the Services, Documentation, or the Marks to the Customer or any third party.

**4.3.2** For the Term of the Service reflected in the Order, Customer may use the descriptions of the Services and utilize Documentation solely to the extent necessary to utilize the Services; provided however, Customer will treat the Documentation as “confidential” pursuant to the terms of the Agreement and any applicable confidentiality agreement(s) by and between Customer and Lumen.

**4.3.3 Software.** Customer agrees that any third party software or access to third party software including any corresponding Documentation, provided to Customer by Lumen or its suppliers in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. With regard to any software provided as part of or in association with the Services, Customer agrees not to: (i) copy or permit any software associated with the Services to be copied; (ii) remove copyright or confidentiality notices contained thereon; (iii) amend, enhance, modify, merge adapt or translate the software; or (iv) disassemble, decompile or reverse engineer any software. Any software (including related Documentation) that may be provided by Lumen or its third party licensors to Customer may only be used by Customer in connection with the Services. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software.

**4.4 Customer Data.** Customer will comply with applicable law regarding data processing and data transfers across jurisdictions. With respect to any personal data or information, Customer is solely responsible for: (i) ensuring the lawful basis of such processing; and (ii) notifying any end user that Customer has provided such end user’s personal data to Lumen and its suppliers (if applicable) for the purposes of allowing Lumen and its suppliers to use, store, process and transfer personal data or content to the extent necessary to provide the Service. The parties acknowledge that it may be necessary to provide each other with certain personal data necessary for the performance of each party’s obligations under this Service Schedule, namely business contact information. The parties agree that each is a data controller in its own right with respect to any such personal data exchanged under this Service Schedule and each will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws. Any personal data exchanged under this Service Schedule will be limited solely to the extent necessary for the parties (and applicable vendors) to perform their obligations or exercise their rights under this Service Schedule and in connection with the performance of the Services in locations worldwide to support the provision of the Service.

**4.5 Additional Limitation of Liability.** 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 and NRCs paid or payable to Lumen for the affected Services in the three (3) months immediately preceding the first event giving rise to the cause of action (“Damage Cap”).

## **5. Definitions.**

“Documentation” means any means descriptions of the Services, technical specifications, user manuals, operating manuals, process definitions, reports or other documentation prepared by Lumen or its suppliers and provided to Customer.

“Emergency Calling Provider” means the PSTN Service Provider or such other third party provider of Emergency Calling that Customer may choose to utilize to support the Tenant.

“Excused Outage” means any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not provided as part of the Service; (c) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (d) Lumen’s termination of Service for cause or Customer’s use of Service in an unauthorized or unlawful manner; (e) improper or inaccurate specifications provided by Customer; (f) intentional shutdowns due to emergency intervention during security related incidents; (g) Customer-initiated changes to the network environment or architectures; and (h) force majeure events.

“Service Manager” means the software of Lumen’s supplier, that can be used to remotely access the Customer’s Microsoft Teams tenant for the sole purpose of obtaining the quantity of Customer’s end users/licenses with access to or otherwise configured to the Services.

“Tenant” means Customer’s cloud based, service provider unified communications and collaboration application.

“Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority.

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