

## LUMEN MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP** ("Lumen") and «**CUSTOMERNAME**» ("Customer"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

**1. Term.** The term of the Agreement will continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Agreement Term").

**2. Service.** Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments").

**3. Order(s).** Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, a Service Term will begin when Lumen notifies Customer that Service is provisioned ("Service Commencement Date"). Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to change by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by provisioning the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

**4. Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

**4.1** Customer may cancel an Order (or portion of an Order) prior to the Service Commencement Date upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) any applicable third-party termination charges for the canceled Service; (2) one month's monthly recurring charges ("MRC") for the canceled Service; (3) the non-recurring charges ("NRC") or waived NRC for the canceled Service; and (4) Lumen's out-of-pocket costs (if any) incurred to provide the canceled Service.

**4.2** Customer may terminate a specified Service after the Service Commencement Date upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining MRCs for months 1-12 of the Service Term; (3) 50% of the remaining MRCs for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any applicable third-party charges and Lumen's out-of-pocket costs (if any) regarding the Service. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

**5. Scheduled Maintenance.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance outside business hours.

**6. Local Access.** Lumen may re-provision any local access circuits from one Off-Net provider to another, to Lumen On-Net service, or from Lumen On-Net service to an Off-Net provider, and such changes will be treated as scheduled maintenance. Also, Customer will cooperate with Lumen, including changing demarcation points and/or equipment and providing necessary Letter(s) of Agency regarding circuit grooming or re-provisioning. If Customer provides the local access services used in connection with Lumen provided Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), and (2) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. "Off-Net" is defined as Lumen procured Service not originated and terminated entirely on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as Service originated and terminated entirely on the network owned and operated by Lumen and its affiliates.

**7. Service Levels.**

**7.1** Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. "Excused Outages" means scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

**7.2** Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/contact-us.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**8. Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to the

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Service Commencement Date for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

**9. Default.** If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 10.1 (Damages Limitations) and 7 (Service Levels), pursue any remedies it may have at law or in equity.

### **10. Liabilities and Disclaimers.**

**10.1 Damages Limitations.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

**10.2 Disclaimer of Warranties.** LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

### **11. Billing and Payment.**

**11.1 Commencement of Billing.** Unless otherwise set forth in a Service Attachment, billing will commence on the Service Commencement Date. If Customer notifies Lumen within three days after the Service Commencement Date that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC for each day the Service did not function properly. If Lumen cannot provision Service due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

**11.2 Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

**11.3 Taxes and Fees.** Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then Customer must increase the gross amount payable so that, after any deduction or withholding for such 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. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

**11.4 Credit Approval and Deposits.** Customer will provide Lumen with credit information as requested. Lumen may require Customer to make a deposit as a condition of Lumen's acceptance of any Order or continuation of: (a) usage-based Services; or (b) non-usage based Service where Customer fails to timely pay Lumen or Lumen reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon Lumen's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

**11.5 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect provisioning of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased provisioning costs on to Customer. If Lumen does so, Customer may terminate the affected Service without termination liability on notice to Lumen delivered within 30 days of the cost increase taking effect.

**12. Customer Premises; Title to Equipment.** If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment

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and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

**13. Acceptable Use Policy and Data Protection.** Customer must comply with the Acceptable Use Policy (“AUP”), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably change this policy to ensure compliance with applicable laws and regulations and to protect Lumen’s network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

**14. Critical 9-1-1 Circuits.** The Federal Communications Commission’s 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information (“9-1-1 Data”) to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 9.19(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**15. International Services.** 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).

### **16. General Terms.**

**16.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party’s reasonable control (“force majeure event”).

**16.2 Assignment and Use of Service.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer’s. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties (“Customer Provided Services”). Customer will defend Lumen from any third-party claims arising from or related to any Customer Provided Services and pay for any resulting damages or settlement costs. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

**16.3 Affiliates.** Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service provisioning and performance. Customer’s affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

**16.4 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Requests for disconnection of Service (other than for default) must be submitted to Lumen according to Lumen’s Disconnect Policy at <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer’s portal at <https://www.lumen.com/login/> or via Email at: [billing@lumen.com](mailto:billing@lumen.com). Customer’s failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer’s address identified on the Order or as reflected in Lumen’s records, Attn. General Counsel.

**16.5 Confidentiality.** Neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary, in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement’s purposes and who are subject to confidentiality obligations at least as restrictive as those contained in the Agreement. “Confidential Information” means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

**16.6 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party’s prior written consent, except a party may use the other party’s company name and logo to identify the other party as a customer or service provider of a Service, as applicable.

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**16.7 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State of New York, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's provisioning or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s).

**16.8 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

*Version: March 20, 2024*