

## LUMEN SIP CONNECTED AUDIO SERVICE SCHEDULE

**1. General.** This Service Schedule is applicable only when Customer orders Lumen SIP Connected Audio (“Service”). “Lumen” is defined for purposes of this Service Schedule 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 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”). 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. The Service may also be referred to as Cloud Connected Audio-Service Provider or “CCA-SP” in the Order, Order acceptance, service delivery, billing, and related documents. 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.** These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen’s notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

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. “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. 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(s).

## 2. Service.

**2.1 SIP Connected Audio.** SIP Connected Audio is an audio conferencing transport service which includes Inbound and Outbound Public Switched Telephone (“PSTN”) or supported IP access services for conferencing or collaboration conducted in a virtual meetings application serviced through a Unified Communications and Collaboration (UCC) Platform. The transport service includes international (“PSTN”) Toll and Toll Free Access services, international PSTN audio termination services, or directly connected On-Net audio services not associated with UCC Platform-provided computer audio capability. End users utilize Service provided Dial In Conference (Meet Me) and Dial Out Conference (Call Me) to enable voice access to third party UCC Platforms that support a companion conference/meeting service offered by Lumen. Service utilizes dedicated and private Session Initiation Protocol (“SIP”) interconnections established with third party UCC Platform providers for the delivery of originated collaboration voice traffic or the termination of UCC Platform originated collaboration voice traffic.

**2.2** Delivery of Service will be deemed acceptance by Lumen of the Order. Notwithstanding anything to the contrary in the Agreement, Service will be available and the Service Term and billing for Service will begin upon activation of Customer’s conference/meeting services provided on the UCC Platform to which the Service provides access.

**2.3** The Service Term will be identified in the Order. Unless otherwise specified in the Order, the Services will continue month-to-month at the expiration of the Service Term.

**2.4** Customer understands that the charges applying to the Service are reflective of the charges levied on Lumen by third-party providers (“Third Party Charges”) who terminate calls to numbers on networks owned and/or operated by those and other third-party providers, and that those Third Party Charges may be subject to change during the term for which the Service is to be provided by Lumen to Customer. Notwithstanding anything in the Agreement to the contrary, Lumen reserves the right, upon 30 days’ written notice, to increase the charges applying for calls made to specific call destination regions and/or to change charges based on changes to Third Party Charges, which revised charges will take effect at the expiry of the 30-day notice period.

**2.5** The access numbers utilized by the Service are the property of Lumen and are not available to be ported to the Customer.

**2.6** Service is delivered “as is” without any service level commitments of any kind. Customer’s sole remedy for any non-performance, outages, failures to deliver or defects in service is to terminate the Service. Customer will be responsible for all unpaid amounts for the Service provided through the date of termination.

## 3. Customer Responsibilities.

**3.1 Charges.** Charges for the Service are usage based and will be invoiced in arrears. Charges for Service are per minute, per line, and include international inbound toll, inbound toll-free and dial-out. Call time is measured in minute increments rounded up to the nearest minute from when a conference or meeting participant is connected to a UCC Platform for a conference until the time that

conference participant is disconnected from that UCC Platform. Customer is responsible for all charges respecting the Services, even if incurred as the result of unauthorized use.

**3.2 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. Customer may terminate a specified Service after the Service has been made available, upon 30 days' written notice to Lumen. If Customer does so Customer will pay Lumen termination charges equal to the sum of (1) all unpaid amounts for Service actually provided; (2) any third party charges incurred by Lumen as a result of the termination. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty. Customer acknowledges that if this Service is terminated before the companion conference/meeting service on the UCC Platform that Customer may not have voice access to any conferences or meetings provided under the companion service. If the companion conference/meeting service on the UCC Platform is terminated for any reason, then Lumen may immediately terminate this Service and termination charges may apply. If Customer cancels the Order for this Service before the Service has been made available to the Customer, cancellation charges will not apply to this Service.

**3.3 Content.** Customer will indemnify, defend and hold Lumen, its directors, officers, and employees harmless from any loss, damage, expense or liability related to any third party claim arising from or relating to any content provided or delivered by or for Customer in connection with the Service. Lumen reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

**3.4 No Resale.** Customer is prohibited from reselling any Service provided pursuant to this Service Schedule.

**4. Reserved.**

**5. Definitions.**

"Dial-In Conference (Meet-Me)" means the process whereby participants of a virtual meeting initiate telephone calls into the virtual meeting for audio access via pre-defined access telephone number.

"Dial-Out Conference" ("Call Me") means the process whereby the participants of a virtual meeting prompts the UCC Platform, via online interface, to dial the participant's E.164 telephone number and connect them to the audio of the virtual meeting..

"Unified Communications and Collaboration (UCC) Platform" means a premises-based, data center hosted, or cloud based solution employed by customers to support web, video and audio communications services which may include enterprise telephony, virtual meetings, group messaging, audio/web/video conferencing, contact center, or other distributed enterprise communications applications.

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