1. **General.** This Service Schedule applies when Customer orders Lumen Solutions for Webex® Calling services and supplemental products and services listed in this schedule ("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"). 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.

2.1 Lumen Solutions for Webex Calling is a cloud-based PBX unified communications service hosted by Cisco that consists of a core set of voice business communication features specified in the Documentation. The Service is a subscription based Internet protocol ("IP") application that provides real time, two-way communication capability in IP over a broadband or private connection. Lumen Solutions for Webex Calling is available in two configuration types.

2.1.1 Webex Calling Multi-Tenant ("Webex Calling MT") is Webex Calling provided in a shared multi-tenant cloud instance.

2.1.2 Webex Calling Dedicated Instance ("Webex Calling DI") is an add on service within Webex Calling that provides a redundant dedicated cloud instance of Webex Calling based on the Cisco Unified Communications architecture. Webex Calling DI incudes:

(a) **Cisco Unified Communications Manager** is a consolidated call routing application that features IP Telephony, Voice and Video Calling, Unified Messaging, Instant Messaging and Presence.

- 1. Voice and Video Calling includes various calling features including but not limited to voice calling and video calling, Cisco Webex or Cisco Jabber® soft phone client support capable and conferencing services.
- 2. Voicemail and Integrated Messaging through Cisco Unity Connection allows users to access and manage messages from their voice inbox, email inbox, web browser, Cisco Jabber client, tablet or smartphone. Audio messages, speech-to-text message transcription, and video greetings are supported.
- 3. Instant Messaging and Presence includes personal and group chat capabilities, standard and custom presence status, Cisco Jabber IM client support capable over multiple platforms and Webex integration.
- 4. Cisco Expressway allows users outside of Customer's firewall access to collaboration solutions including video, instant messaging, presence, and voice content.
- 5. Cisco Webex App is a collaboration solution that brings together messaging, file sharing, video, white boarding, and calling.
- 6. Cisco Jabber client is a unified communication software solution designed to facilitate collaboration and communication that allows users to utilize video and voice conferencing, messaging, and screen sharing capabilities. Jabber includes instant messaging, voice calls, video calls, voice messaging, desktop sharing, an XMPP client and more.
- 7. Cisco Emergency Responder (CER) provides the following functionality:
 - i) Alerts designated Customer personnel via email, web, or phone that an emergency call has been made from the Customer's premises.
 - ii) Keeps a log of all emergency calls.
 - iii) Facilitates an automatic update of the Emergency Location Identification Number ("ELIN") when a device that is located on Customers' premise is moved to another location that is on Customer's premise.
 - iv) Facilitates PSAP callback to an ELIN.
- **2.1.3** Station Types. Lumen Solutions for Webex Calling is available in two station types:

(a) Enterprise Station. Enterprise Station is a full feature calling and collaboration station. The seat includes standard PBX telephony features and Webex team collaboration features. This station is intended for Customer's contractors or employees using the Service as part of their job duties.

(b) **Common Area Station.** Common Area Station provides dial tone and limited telephony features intended for common area locations like a breakroom, lobby or cafeteria.

2.1.4 Support for Lumen Solutions for Webex Calling. The following support is included with Lumen Solutions for Webex Calling.

(a) Setup and onboarding of Customer for Lumen Solutions for Webex Calling includes working thru database discovery on the Customer's current platform(s) to implement the defined overall solution. In the United States, Lumen will perform the initial configuration, testing and verification of Emergency Calling capabilities at each Customer location which may include wire mapping, device registration and admin configuration for alert notifications ("Initial Emergency Calling Configuration & Testing"). After Initial Emergency Calling Configuration & Testing is completed by Lumen at a Customer location and acknowledged by Customer in writing, Customer will be responsible for all subsequent configurations and testing to support Emergency Calling associated with the Customer location including but not limited to any manual updates to end user's Registered Location and the periodic verification and testing of existing Emergency calling configurations for Customer's' Service for the Service Term Lumen disclaims all responsibility and liability for any configuration, verification and testing of Emergency Calling at a Customer site after Initial Emergency Calling Configuration & Testing is completed by Lumen and acknowledged by Customer for that site. Should Lumen provide advice, assistance or support to Customer on Emergency Calling configuration, testing or verification after Initial Emergency Calling Configuration & Testing is completed, Customer and not Lumen remains responsible.

(b) Service support in which the Lumen Help Desk will take first call from Customer's help desk includes opening repair tickets and ticketing triage for Lumen Solutions for Webex Calling, assisting with solution questions, opening MACD requests.

(c) Training includes both a full end user training on how to use the solution and an administrator overview training on how to make needed moves adds and changes.

2.2 Voice Connectivity Service is a supplemental service that provides connectivity to the Public Switched Telephone Network ("PSTN") and allows inbound and outbound telephone calls to Lumen Solutions for Webex Calling. Voice Connectivity is only available in the United States and includes the following calling and services.

2.2.1 Local, Domestic Long Distance, 8XX and On-Net Calls. U.S. Local calls, U.S. outbound domestic long distance, U.S. 8XX outbound calls, and On-Net Calls are included in the Voice Connectivity Service MRCs. An On-Net Call means calls between the Lumen Solutions for Webex Calling Service and any of the following Lumen services: Lumen UCaaS SIP Trunk, UCaaS Hosted PBX, Hosted VoIP, IQ SIP Trunk, Managed Office, Managed Office Essentials SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, Lumen Solutions for Webex Calling or Integrated Access, and that are transmitted through the Service entirely over the Lumen IP network and not the PSTN or another carrier's IP network. Inbound domestic toll free is not provided as part of the Service.

2.2.2 International Long Distance Calls. Additional per minute charges may apply to all outbound international long distance calls except On-Net Calls. Standard per minute rates for international long distance are shown in the ISS. "ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/qcc_info_services.pdf and which is subject to change. The ISS contains the current standard rates for Off Net international calls. International toll free services are not available with the Service. Inbound international toll free is not provided as part of the Service.

2.2.3 Operator Services. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: <u>http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf</u>.

2.2.4 Directory Listing. An additional MRC applies to each basic business white page listing of a telephone number.

2.2.5 Directory Assistance. A flat per call charge applies to directory assistance.

2.2.6 Available TNs. An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

2.3 Products. Customer may purchase from Lumen certain IP Phones, Analog Telephony Adapter, or other IP calling device ("collectively IP Device(s)") and other calling accessories manufactured by Cisco for use with Lumen Solutions for Webex Calling (collectively "Products"). All sales are final except as provided by manufacturer. Customer will pay all applicable shipping charges for the Product. Ownership and all risk of loss of Product except damage caused by Lumen, its agents or subcontractors, will transfer to Customer when the Product ships from the manufacturer. Lumen will invoice Customer for the Product upon delivery confirmation. Customer will notify Lumen in writing of any portion of the Product that does not operate materially in accordance with the manufacturer's specifications. Failure to notify Lumen within 10 days of actual delivery date constitutes final Acceptance. "Acceptance" means Customer agrees that Lumen has delivered the Product, that it operates materially in accordance with the manufacturer's specifications, and that Customer will fulfill its obligation for payment. Lumen will have the right to cure any portion of an order for Product(s) that has been rejected. Any portion that is not rejected and which is functionally divisible may be invoiced separately. All Lumen-provided Products are subject to all applicable terms and conditions set forth by Cisco, including but not limited to end-user license agreement (EULA), warranties, and return material authorization policies. Links to the Cisco End User License Agreement EULA and applicable Cisco warranties, if any, may be viewed at: https://www.cisco.com/c/en/us/products/warranty-listing.html. The Products must be purchased, located and used in the United States.

2.4 Webex Calling Dedicated Instance Infrastructure as a Service is a supplemental service that provides infrastructure capacity that is hosted and managed by Cisco and on which Customer may deploy Cisco applications or supported third-party applications ("Applications") that will be used in conjunction with the Customer's use of Webex Calling DI.

2.5 Lumen Obligations.

2.5.1 If Customer experiences Service performance issues at any location, Lumen will work with Customer to isolate the problem. However, Lumen's sole obligation will be to provide IP phone or software client configurations to Customer. Lumen will not troubleshoot voice quality issues associated with connectivity and Lumen will not work with an Internet Connectivity provider on behalf of Customer.

2.5.2 The performance and quality of the Service depends upon the Network Connectivity obtained by Customer. Lumen does not guarantee the quality of Service or that Service will perform as described in the Service Schedule. This includes, but is not limited to, placing and receiving calls (including emergency response calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

2.5.3 Regardless of any provisions to the contrary in the Agreement, Lumen will have no liability whatsoever for Service issues at any location related to or caused by the failure of any network connectivity or PSTN Connectivity not provided by Lumen or any equipment of the Customer or any third party.

2.6 Additional Terms and Conditions for Voice Connectivity Service.

2.6.1 Voice Services (Long Distance). Lumen will provide the voice services under the terms of the Agreement, ISS, and this Service Schedule.

2.6.2 Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. All use of the voice services will comply with and be subject to the Service Guide, which is available upon request. Lumen reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that Lumen believes is adversely affecting other customers on the Lumen network. The Service Guide is incorporated into this Service Schedule by this reference. Lumen may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers, and such change will be effective upon posting to the website.

2.6.3 Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using Lumen commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE LUMEN WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY LUMEN; and (b) Federal Do Not Call rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

2.6.4 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, Lumen may, upon 30 calendar days notice to Customer, disconnect Service on which the Non-completed Call Percentage Threshold was exceeded.

2.6.5 International Call Billing. International charges are quoted in full minutes. Each international call that is not an On-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

2.6.6 Unsupported Calls. The Voice Connectivity Service does not support collect or third party billing. The Voice Connectivity Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Voice Connectivity Service does not support any outgoing calls from stations that are not associated with an IP Device or Soft Phone, unless another telephony device from which the call can be originated via the end user portal is used. "Soft Phone" means software for an IP-enabled device that allows Customer's end users to use the Voice Connectivity Service to make and receive calls on that device.

2.6.7 Area of use. The Voice Connectivity Service is intended to be used only at one location that is specified by the Customer as the place of use for a particular TN within the United States (not including U.S. territories).

2.6.8 Telephone Numbers. Customer must provision at least one telephone number("TN") for use with Voice Connectivity Service. The TNs may be new TNs or Ported TNs. Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to Lumen for use with the Voice Connectivity Service. If Customer requests Ported TNs, Customer authorizes Lumen to process its order for Voice Connectivity Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Voice Connectivity Service. Customer will be responsible to promptly provide Lumen with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. Lumen's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new



TNs from Lumen, and Ported TNs are not ported within 60 days of the date that Voice Connectivity Service is installed and billing for a Voice Connectivity Service begins ("Service Commencement Date") for a specific location, Lumen reserves the right to terminate Service at that location. If Customer requests cancellation of Voice Connectivity Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Voice Connectivity Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

2.6.9 No Alien TNs Over Lumen's Network. Lumen does not allow delivery of outbound calls from telephone numbers that have not been ported to Voice Connectivity Service or have not been assigned by Lumen. ("Alien TNs"), including an 8XX number, to Lumen for termination.

3. Customer Obligations and Authorizations.

3.1 PSTN Connectivity. Customer must have an operational Cisco-approved connection from the Lumen Solutions for Webex Calling Service to Customer's Public Switched Telephone Network (PSTN) service ("PSTN Connectivity") that can be combined with the Lumen Solutions for Webex Calling Service to form an Integrated Service. PSTN Connectivity must be provided in the form of SIP Trunks or PRI and may be purchased from Lumen or a third-party service provider ("PSTN Service Provider"). PSTN Connectivity must include at a minimum the following functionality:

- Direct Inward Dialing (DID) telephone numbers (TN)
- Support for inbound calling from the PSTN
- Support for outbound calling to the PSTN
- Support for caller ID
- Support for long distance calling
- Support for international long distance
- Support for toll free services
- Support for emergency services (if Nomadic E911 services with Dynamic Location feature not being used in the U.S.)
- Support for operator services
- Support for call typing
- Support for calling name delivery
- Support for number portability
- Access to directory assistance
- Support for directory listings

3.1.1 If Customer's PSTN Connectivity has a Cisco hardware component, Customer must contract with Lumen to purchase support for the applicable Cisco hardware for the life of Customers subscription to the Lumen Solutions for Webex Calling Service.

3.1.2 Customer will provide all necessary information and access required by Lumen to combine the Lumen Solutions for Webex Calling Service with Customer's PSTN Connectivity.

3.2 Network Connectivity. Except for private connectivity to Webex Calling DI which is included in Webex Calling DI, Customer must have a sufficient network connection in place to support use of Lumen Solutions for Webex Calling. Network connectivity can be purchased from Lumen as a Partner Connected Integration subject to the applicable Service Schedule(s). Any network connection to Lumen Solutions for Webex Calling Service that is not a Lumen provided Partner Connected Integration will be Customer's responsibility.

3.3 Telephone Numbers for Lumen Solutions for Webex Calling. Telephone Numbers ("TNs") are provided by the PSTN Service Provider. Customer must provision at least one TN per user for use with Lumen Solutions for Webex Calling. The TNs may be new TNs or Ported TNs. Additionally, the Service Commencement Date and commencement of billing will not depend on completion of porting by the PSTN Service Provider. If Customer requests cancellation or termination of Lumen Solutions for Webex Calling, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain from the PSTN Service Provider. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

3.4 Bandwidth Capacity and Audio Paths. Customer will provide adequate bandwidth capacity, as specified in the Documentation and Customer will ensure that audio paths are available for emergency calls.

3.5 Approved Devices. Any IP Device used with the Service must be an Approved Device. "Approved Device" means IP Devices approved by Lumen for use with the Service. A list of Approved Devices is available upon request. All IP Devices used with the Service must include an operating system that complies with Lumen's minimum requirements; and be re-imaged or programmed by Customer to work with the Service. Lumen has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring IP Devices used with the Service.

3.6 Charges. Customer will pay all applicable annual recurring charges, Monthly Recurring Charges ("MRCs"), Non-Recurring Charges ("NRCs"), usage charges and fees for the Services. The charges for the Services are comprised of a NRC, recurring charges as set out in the relevant Customer Order and usage-based charges as set forth in the ISS, applicable tariff and the Order. For Voice Connectivity Service, the rates for international long distance calls that are not On-Net calls, can be modified immediately upon notice to Customer (including without limitation, upon Lumen's posting such modifications on the website(s) designated by Lumen for that pricing),



or providing any other notice to Customer. Customer will pay for all Services consumed and if Customer's use of the Services exceeds the specific quantities, durations or metrics specifically ordered, Customer will pay for the excess use and the number of users and/or number of licenses Customer is responsible for may be adjusted according to the terms of the applicable license model without an additional Order. Additional charges also may apply to additional services, and optional features. Charges are due and payable in accordance with the Agreement and minimum charges 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.

3.7 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.

3.7.1 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.

3.7.2 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 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 undertaken to provide the Service. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

3.8 Content Indemnification. 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 Services. Lumen reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

3.9 Customer Infrastructure and Site Conditions. The Customer network infrastructure/equipment and premises environment ("Customer Environment") must meet certain performance specifications designated by Lumen. Customer's network infrastructure, including LAN and WAN will meet the minimum requirements as defined in the Documentation. Customer must ensure that its Customer Environment is fully prepared for the addition of the Service and any changes to its data network such as new data network applications, increased usage, movement of Customer personnel, and equipment failures, which may affect voice quality and reliability of the Service. Customer will ensure that any Customer Provided Equipment ("CPE") required for Lumen Solutions for Webex Calling is installed and that Customer is prepared for service activation. Lumen has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring any PSTN Connectivity, Network Connectivity or CPE, or failures or malfunctions in the Customer Environment. Customer is responsible for their network infrastructure that must be integrated with Service or used in conjunction with the Service. 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.

3.10 Customer Indemnification. Customer will defend, indemnify and hold harmless Lumen, its corporate affiliates, and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with a claim, suit or proceeding brought by a third party arising from Customer's failure to comply with any Customer obligation or responsibility in this Service Schedule.

3.11 Access. Customer must provide Lumen and/or its representative access to the Customer premises to the extent reasonably determined by Lumen for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service, if provided as part of a Service for a specific Customer location. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

3.12 Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Lumen's ability to provide service to Lumen customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording laws related to Customer's Call Recording components.

3.13 Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for unauthorized use of the Service.

3.14 End User License Agreements ("EULA"). To utilize certain Services or features of the Services, Customer and its end users must agree to applicable software license agreements governing such software from Lumen's software suppliers, including but not limited

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to the Cisco Terms of Use as defined in the Order form. If Customer or its end users decline, they will not be able to use the applicable Services or features of the Services.

3.15 Customer will work with Lumen in a timely manner to aid in Lumen's provision of Services to Customer and Customer will provide Lumen with all updated and accurate information that is reasonably requested to allow for the provision of Services.

3.16 Local Origination. Customer agrees that the header used to support PSTN redirecting services such as call forwarding (or SIP trunk diversion header), *automatic number identification* ("ANI") and calling party number ('CPN") delivered with each outbound call will accurately reflect the location of the originating party, For example, Customer may not utilize the Service to create tail end hop off routing to route long distance toll calls across a private WAN VoIP network and drop off the long distance toll calls to the PSTN as local calls at a remote gateway with the express intent of avoiding the payment of rightfully due fees and/or charges to PSTN Service Provider(s). Failure to comply with this provision will constitute a material breach of the Agreement and Customer will bear all liability with any such failure to comply.

3.17 Data/Internet. Customer will provision, install, support, and manage any data/internet services provided by Customer in association with the Lumen Solutions for Webex Calling.

3.18 Use of Service at a Different Location. Within the United States, if an end user's location changes or if end user relocates a device used to access Lumen Solutions for Webex Calling and the Registered Location for the device does not automatically update, then Customer must update the Registered Location for the device by updating and verifying the current location using the Webex App. For devices that do not utilize the Webex App Customer must update the Registered Location for the device using the following link https://wxc.e911cloud.com/login. Failure to change the location is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency calls being routed to the incorrect emergency response operator based on incorrect address information. If a call does not route to the correct emergency response operator, then Customer's call may be routed to an alternative emergency response operator for which Customer may be charged a fee.

3.19 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.

3.19.1 Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing location identification information (e.g., automatic location identification/"ALI" in North America or calling line identifier/"CLI" in Europe) (the "Registered Location") to Customer's Emergency Calling Provider conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. "Emergency Calling Provider" is the entity (either Cisco or the PSTN Service Provider) that provides Emergency Calling capability associated with Lumen Solutions for Webex Calling. Cisco is the Emergency Calling Provider in the United States for end users in the United States. The Customer's PSTN Service Provider(s) will be the Emergency Calling Provider(s) outside of the United States. Lumen will provide Emergency Calling capability associated with the Lumen Solutions for Webex Calling as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for informing its end users of the need for end users to update their Registered Location if the end user's location changes or if end user relocates the devices used to access the Service. Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the End User back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. 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 the Service fails or degrades for any reason, such as failures resulting from power outages, failure of CPE and failure of Network Connectivity). Lumen will provide labels in the Advisory that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessina emeraencv response services (the "Advisory") are available to Customer at http://www.Lumen.com/legal/HVIQSIP/911advisory.pdf. Effective upon posting, Lumen may modify the Emergency Calling 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

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advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all End Users of the limitations to access emergency response services as described herein and in the Advisory. Customer should provide its End Users with a copy of the Advisory and the associated URL.

Cisco Emergency Responder (CER) Limitations and Customer Obligations. Customer is responsible for providing Lumen with all Customer information necessary to configure CER to work with the Service. Before using a device off-premises and/or off network (off-premise and/or off network means the device is not physically located on Customer's premise, the device is not connected to Customer's network or the device is connected to the Customer's network via a VPN), Customer's end user is responsible for providing accurate address and location information for the device. If the end user does not update the location information when using an off-premise and/or off-network device, then internal notifications generated when a call is placed to emergency services may contain incorrect location information and emergency services may be sent to the wrong address. Customer is responsible for providing the Emergency Service Provider with accurate address and location information for all devices.

3.19.2 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 AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE EMERGENCY CALLING PROVIDER OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, OR FAILURE TO UPDATE THE REGISTERED LOCATION); AND (ii) 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 THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

3.20 Use of Lumen Unified Communications Administration Portal. If Customer or its end users have any access to the Lumen Unified Communications Administration portal then with regard to the software that supports the portal, Customer and its end users agree to the following terms and any updates to these terms that may be communicated by Lumen to Customer from time to time.

3.20.1 Only a non-exclusive, non-sublicensable, non-transferable, limited license is granted to the Customer to use the software, in machine-readable, object code form only, for Customer's internal use only and only for the permitted number of authorized users, only though the portal, only for the Service Term of the Lumen Solutions for Webex Calling or until the Lumen Solutions for Webex Calling is terminated and in accordance with the license scope and terms set forth in this Service Schedule.

3.20.2 No ownership of, or title to the intellectual property in, the software is transferred to the Customer. Lumen's supplier or supplier's licensors owns and will retain all rights, including intellectual property rights, in and to the software.

3.20.3 The Customer must not reverse compile, reverse engineer, or disassemble any portion of the software.

3.20.4 The Customer must not derive, or attempt to derive, the source code of the software.

3.20.5 The Customer must not modify or create adaptations or derivative works of the software.

3.20.6 The Customer must not remove, alter or obscure any proprietary notice or identification, including copyright or trademark notices, contained in or on the software.

3.20.7 DISCLAIMER. THE SOFTWARE REFERENCED IN THIS SECTION 3.20 IS PROVIDED "AS IS" AND LUMEN AND ITS THIRD-PARTY SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED INCLUDING (I) IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OPERATION WITHOUT INTERRUPTION; (II) THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICES.

3.20.8 Lumen's supplier and supplier's licensors will not have any direct or indirect liability to the Customer; and the Customer at the termination of its license must discontinue the use of the software.

3.21 Additional Service Specific Terms, Conditions and Customer Responsibilities for Dedicated Instance for Webex Calling Infrastructure as a Service (DI Webex Calling IaaS).

3.21.1 License. Customer is granted a limited, non-transferable, non-sublicensable, internal use, license to use the executable version of the Cisco Partner Operations Portal ("POP"), any tools, and any software provided by Cisco as part of the DI Webex Calling IaaS (either installed on Customer's premises or available via software as a service) only to the extent and duration reasonably required to receive the DI Webex Calling IaaS. There are no warranties associated with these items outside of their use as part of the DI Webex Calling IaaS. The use by Customer, or any employee, contractor, or agent of Customer of the POP, any tools, and any software provided by Cisco as part of the DI Webex Calling IaaS is subject to the terms of Cisco's Terms of Use as that term is defined in the Order. Upon expiration or termination of the DI Webex Calling IaaS, the license to the POP, any tools, and any software will automatically terminate. Except to the extent caused by Cisco, Customer will be responsible for any loss, theft or damage to the tools until they are returned.



3.21.2 Cisco Vulnerability Scans. Cisco reserves the right to conduct periodic vulnerability scans on all hosted applications. If the scans identify a vulnerability that is determined to be a risk to the Webex Calling DI and/or the DI Webex Calling IaaS Cisco will have the sole discretion to disconnect the affected application without warning.

3.21.3 Recommendations and Changes. If Customer fails to implement any reasonably requested Lumen recommendations or requirements, Lumen and Cisco will have no responsibility for any resulting delays, failure(s), or increased security risks with respect to the performance of the DI Webex Calling IaaS. In addition, if Customer's failure to implement Lumens reasonable recommendations causes Lumen or Cisco to incur more costs or effort to provide the DI Webex Calling IaaS, Lumen may charge additional charges to address such items until the recommendations are implemented.

3.21.4 Telemetry Data. Cisco may collect data on Customer's usage of the Services in order to maintain, improve, market, or promote the Services. In addition, Cisco may use anonymized and aggregated data on Customer's use of the Services, Application performance (Cisco products only), and network performance ("Telemetry Data") to create or improve its products and services. Cisco will comply at all times with applicable law related to Cisco's collection and use of the data above and will use reasonable physical, technical, and procedural means to protect the Telemetry Data that contains Personal Data in accordance with the Cisco Online Privacy Statement, which is made available at http://www.cisco.com/c/en/us/about/legal/privacy-full.html or such other site(s) as Cisco may publicly communicate from time to time.

3.21.5 Security and Data Privacy Program. Each party will maintain a reasonable information security and data privacy program with appropriate technical, administrative, and physical safeguards designed to prevent any unauthorized access, use, distribution, or deletion of Lumen's or Customer's data and, in the case of Customer, compromise of its Applications or tools. Notwithstanding any existing data protection agreement in place between the parties (or equivalent privacy and data protection terms), any security or data protection terms relating to the DI Webex Calling IaaS must be entered into between Customer and Cisco directly.

3.21.6 Limitations of DI Webex Calling laaS.

(a) The DI Webex Calling IaaS may only be used by Customer to host Applications to be used in conjunction with Customer's. Webex Calling DI and the infrastructure may not be used for any other purpose.

- (b) Applications are not included in the Services and will not be managed as part of the DI Webex Calling laaS.
- (c) The Services will not enable internet access for any Applications.
- (d) Where Customer orders 1vCPU capacity, Cisco will not oversubscribe any vCPU.
- 3.21.7 Customer Responsibilities. Customer agrees to the following Customer responsibilities related to DI Webex Calling IaaS:
- (a) Customer will provide needed operating systems.
- (b) Customer will determine and adhere to capacity requirements for each Application.

(c) Customer is responsible for providing, maintaining, monitoring, and troubleshooting all operating system and Application licensing, installation, interoperability with the Services, configuration, and management.

(d) Customer will perform timely Application and operating system maintenance (e.g., install patches) and release management to remediate security risks, including remediating any Critical (Score: 10) Common Vulnerability Scoring Standard (CVSS) within 48 hours and any High (Score: 7-9.9) CVSS vulnerabilities within 10 days.

(e) Customer will implement and maintain any compatibility between the Operating System, Application(s) and Webex Calling Cloud.

(f) Customer is responsible for any security incident monitoring and response activities associated with the deployed Operating Systems and application services.

(g) Customer will determine the capacity requirements for all Applications.

(h) Customer will perform security scans to identify and remediate any security vulnerabilities or incidents with the Applications and associated data.

(i) Customer is responsible for the deployment, operation, and monitoring of any required Application or data backups.

(j) Customer will install and maintain appropriate security and intrusion protection software for the applicable operating system and Applications.

(k) Customer will use the IP address from Cisco provided blocks of the DI Webex Calling IaaS.

(I) Customer will update Cloud SSL certificates if required.

(m) Customer will promptly supply Lumen and Cisco with reasonably requested and necessary technical data (e.g., network diagrams, host names, IP addresses, SNMP strings, and passwords) and other similar information to allow Cisco to provide the Services.

(n) Customer will provide prompt, reasonable cooperation and assistance to Lumen or Cisco in performance of the Services.

(o) Customer will provide back-up and protection of its own data against loss, damage, theft or destruction.

(p) Customer will provide Cisco and Cisco personnel prompt remote (logical) access to Customer's infrastructure, as reasonably required for Cisco to perform all elements of the DI Webex Calling IaaS (e.g., opening ports, changing firewall settings, providing change windows, etc.).

(q) This responsibility includes obtaining any needed internal or third party approvals or licenses.

(r) Customer will manage all third-party products and/or services that are not in the scope of DI Webex Calling IaaS, including enforcing any third-party supplier contract terms and any applicable service level agreements.

(s) Customer will notify Cisco in advance of any updates or changes planned in Partner's or end customer's environment.

(t) Customer will identify any dependencies for out-of-scope hardware, software and/or services.

4. Additional Service Limitations and Disclaimers.

4.1 No Resale. Notwithstanding anything to the contrary in the Agreement, the Services are retail only service and the resale, sublicensing or monetizing of the Services in any form is strictly prohibited.

4.2 Intellectual Property. 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. Customer agrees that it will not remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other mark.

4.3 Conditions of Use. Customer agrees that the Service, any software or access to software, 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. Customer agrees that it will not reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works. Customer further agrees that it will not; (i) facilitate the attack or disruption of the Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, time bombs, spyware, adware, trojan horses, worms, and cancelbots) (ii) interfere with the security of the Service or the access to and use of the Service by other customers.

4.4 Customer Data. Customer will comply with applicable law regarding data processing and data transfers with regard to any personal data it elects to process using the Services. With respect to any personal data or information, Customer is responsible for: (i) ensuring the lawful basis of such processing; and (ii) notifying any relevant end users that Customer has engaged third parties such as Lumen and its suppliers for the purpose of processing their personal data to the extent necessary to provide the Service. The parties acknowledge that it may be necessary to provide each other with certain personal data such as employee business contact information in order to perform under this Service Schedule. 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.

4.5 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Liability Limitations and Exclusions provisions in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to the Services offered under this Service Schedule will not exceed the amounts, paid or payable to Lumen for the affected Services under this Agreement in the twelve months immediately preceding the first event giving rise to such causes of action ("Damage Cap").

4.6 Warranties. Cisco makes warranties (if any) directly to the Customer in the Cisco Terms of Use, as such term is defined in the Order. Lumen does not make any representations, warranties or any other commitments regarding Cisco or the Services. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, SERVICES ARE DELIVERED "AS IS" WITHOUT ANY WARRANTIES OR SERVICE LEVEL GUARANTEES OF ANY KIND. The Service Levels and Right of Termination for Installation Delay sections of the Agreement do not apply to the Services.

5. Definitions.

"Documentation" means guidelines, policies, sales literature, marketing documentation and other written materials related to the Services made available to Customer.

"Integrated Service" means the Lumen Solutions for Webex Calling optionally combined with Customer's PSTN Connectivity account.

"Partner Connected Integration" means Lumen provided redundant network connections sufficient for access by Customer to the Lumen Solutions for Webex Calling management portals, operational tools and aggregated Customer connection.