

## LUMEN STATE, LOCAL GOVERNMENT AND EDUCATION SUPPLIER TERMS

- SLED End Users:** These Lumen State, Local Government and Education Supplier Terms (“SLED Terms”) set forth additional terms and conditions governing the purchase by Lumen of any products from Supplier (including hardware, software or services, collectively, “Supplier Services” or “Purchases”) for resale to any state, local government or education (“SLED”) or other entity (each, a “SLED End User”) eligible to purchase under a Lumen-held SLED or consortium contract (together with any purchase orders and statements of work thereunder, collectively, a “SLED Agreement”). Capitalized terms not defined in these SLED Terms are defined in the master agreement (including purchase orders and statements of work) between Lumen and Supplier (the “Agreement”).
- SLED RFPs:** Lumen may work with Supplier to bid on State-wide, consortium, or SLED End User requests for proposals, invitations to bids, or other procurement processes (each, a “SLED RFP”). When Lumen notifies Supplier that Lumen will respond to a SLED RFP with Supplier Services, Supplier shall comply with the terms and conditions of the SLED RFP, including any contractual terms and conditions, applicable to subcontractors or agents if 1) Supplier elects to participate with Lumen on the SLED RFP, and 2) Lumen is awarded under the SLED RFP and executes a new SLED Agreement based on a proposal that incorporates Supplier Services. Any exceptions of the Supplier to a final SLED Agreement executed under an awarded SLED RFP must be documented and agreed to by the parties on a case-by-case basis prior to Lumen placing an order or statement of work subject to the new SLED Agreement.
- Records and Audit Rights:** Supplier shall maintain adequate books, records, documents, and other evidence relating to Supplier’s financial status and the pricing, expenses, and provision of Supplier Services subject to a SLED Agreement. Supplier shall grant SLED End Users the right to review, copy and audit Supplier’s relevant records upon request.
- Proprietary Information:** Supplier acknowledges that SLED RFPs frequently require Lumen to disclose Supplier’s non-public, proprietary information, including without limitation, any information provided to Lumen by Supplier for the SLED RFP (collectively, “Proprietary Information”). Supplier shall clearly identify Proprietary Information in responses to Lumen and shall comply with SLED RFP and SLED Agreement requirements for the protection of SLED End User information. Lumen shall reasonably cooperate with Supplier, at Supplier’s expense, to respond to any open records or similar disclosure request covering Supplier Proprietary Information.
- Compliance with Non-Discrimination Laws; Lawful U.S. Personnel:** Supplier shall comply, to the extent applicable, with: (1) Federal, state or local laws or regulations which prohibit discrimination based on any protected status, including but not limited to disability, race, color, religion, sex, sexual orientation, gender identity, or national origin; or that require affirmative action; (2) 29 CFR Part 471, Appendix A to Subpart A; and (3) E-Verify.
- Representations and Warranties:** Supplier represents and warrants that Supplier does not violate any applicable laws, regulations, or ordinances, including without limitation those regarding contingent fees, kickbacks, and conflicts of interest. Supplier certifies that none of Supplier’s employees nor any individuals holding a controlling interest in Supplier’s company are currently, or have within the past year been, former employees of any SLED entity and/or SLED End User and shall notify Lumen in writing immediately if Supplier hires any former employees of any of these SLED entities and/or SLED End Users. Supplier represents and warrants that Supplier is not presently debarred, suspended, proposed for debarment, voluntarily excluded, or declared ineligible by any state agency or as defined in the FAR 48 C.F.R. Ch. 1 Subpart 9.4 and Supplier shall notify Lumen in writing immediately if Supplier’s status changes. Supplier shall obtain and maintain a current registration in SAM.gov.
- Termination for Convenience; Changes:** Notwithstanding anything in the Agreement to the contrary, if a SLED End User terminates or changes, in whole or in part, a SLED Agreement, or an order or statement of work thereunder that impacts Supplier Services, Lumen shall have the right to terminate or change, in whole or in part, impacted Supplier Services. Supplier shall be entitled to the compensation allowed under the SLED Agreement for such termination or

changes, to the extent allocable to the Supplier Services.

8. **Disputes:** Any dispute arising under or related to Supplier Services provided under these SLED Terms which arises under a SLED Agreement shall be subject to the applicable Disputes clause of the SLED Agreement and remedies and resolution procedures available to the SLED End User.
9. **Indemnification:** Supplier shall indemnify and hold harmless Lumen for any and all claims, damages, losses, costs and expenses, including attorneys' fees, against Lumen arising from or related to Supplier's acts, omissions, negligence or failure to comply with a SLED Agreement, excepting only to the extent of the comparative negligence of Lumen or if caused by the sole negligence of the SLED End User, including but not limited to, any claims related to a breach of data security requirements, breaches of confidentiality, or any breach of the terms of the SLED Agreement applicable to Supplier Services.
10. **Limitation of Liability:** Supplier agrees that claims for data security incidents or breaches of confidentiality brought against Lumen by third parties based on Supplier Services shall not be subject to any consequential, indirect, or direct damages caps.
11. **U.S. Persons; Location of Performance:** When required by a SLED Agreement, all Supplier Services, including but not limited to, storage, transmission, or access to SLED End User data, shall be performed within the United States by U.S. persons.
12. **Security Requirements:** Supplier shall provide Supplier Services, including any cloud-based services, professional services, or any other services performed at a SLED End User site, in compliance with all applicable terms of the SLED Agreement, including, codes of conduct, regulations, security requirements, information security frameworks (e.g., IRS Publication 1075, the Health Insurance Portability and Accountability Act of 1996, and FedRAMP), and site-specific rules. Supplier shall be solely responsible for reviewing all contract and subcontract requirements applicable to its Supplier Services and/or personnel prior to commencing work to ensure Supplier's full compliance. As a condition to performing professional services, Supplier personnel requiring access to SLED End User sites may be required to undergo background checks, fingerprinting, security awareness training, and provide other information required by the SLED End User. Supplier shall provide, upon request, a copy of relevant technical certifications or other proof or qualifications for the applicable security requirements.
13. **State-Specific Provisions:** For each SLED Agreement for which Supplier Services are or will be provided, Supplier agrees to accept flow-down of the terms and conditions set forth in the SLED Agreement that are applicable to the Supplier Services. Supplier shall contractually pass through all such terms and conditions if applicable to any lower tier subcontractors or agents. The SLED Agreements may be found at [SLED Specific Contracts](#), as updated by Lumen, and are incorporated by reference. Supplier shall execute any certifications to compliance, business associate agreements, data use agreements, or other documentation required under a SLED Agreement that apply to subcontractors or agents.
14. **Order of Precedence:** Except as otherwise stated herein, all terms and conditions of the Agreement remain in full force and effect. To the extent there is conflict between the Agreement, the applicable SLED Agreement, and these SLED Terms, these SLED Terms shall control, followed by the SLED Agreement, and finally the Agreement. The parties may negotiate different or additional terms on an individual Order or statement of work level for a SLED End User under a specific SLED Agreement or SLED RFP on a case-by-case basis.