

## LUMEN SOLUTIONS FOR CONTACT CENTER – TALKDESK SERVICE SCHEDULE

**1. General.** This Service Schedule applies when Customer orders Talkdesk Services (“Talkdesk” or “Service(s)”). “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing the 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. Customer understands that Lumen is an authorized reseller of the Services provided by Talkdesk and its affiliates.

**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.

## 2. Service Description.

**2.1 Talkdesk CX Cloud Essentials.** Talkdesk is an end-to-end contact center solution that leverages Talkdesk Artificial Intelligence (“AI”). Talkdesk CX applications include self-service experience, omnichannel engagement, workforce engagement, employee collaboration, and customer experience analytics. Includes voice engagement, studio & routing, live & explore standard reporting, knowledge management, virtual agent, AI trainer, customer experience analytics starter, agent assist starter, guardian starter, unlimited voice recording storage, connections & API access. With some plans, designated features may be purchased as add-on capabilities to base plans. Add-on subscriptions are only available if Customer purchases a qualifying base subscription.

Additional features or functionality described in an Order, and not described or referenced in this Service Schedule will be provisioned at then current rates pursuant to Lumen’s then-current Service Schedule and/or Service Guide applicable to the features or functionality, both of which are located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. “Service Guide” (or “SG”) means the product-specific Service guide that includes technical descriptions which Lumen may modify from time to time, effective upon posting.

## 2.2 Feature Upgrades.

**2.2.1 Talkdesk CX Elevate.** In addition to the features included in Talkdesk Cloud Essentials, Talkdesk Elevate includes digital engagement (email, chat SMS), quality management, screen recording, conversations mobile app, feedback standard and automated notifications. Voice, SMS, AI platform, screen recording storage, virtual agent and overage usage rates will apply.

**2.2.2 Talkdesk CX Elite.** In addition to the features included in Talkdesk Cloud Essentials and Talkdesk Elevate, Talkdesk Elite includes custom reporting with live & explore, guardian, performance management and one CX Edition add-on package. Voice, SMS, AI platform, screen recording storage, virtual agent and overage usage rates will apply.

**2.3 Optional Add-On Features.** Optional third-party add-on features and software applications may be purchased for an additional charge. Customer may also purchase AppConnect (“AppConnect”) add-on products through the Talkdesk AppConnect marketplace website. Customer must separately agree to the applicable terms and conditions governing the AppConnect product when purchased through the AppConnect website and neither Talkdesk nor Lumen will be a party to such terms governing the applicable AppConnect product. Customer’s use of third party provided products in connection with the Services are subject to the terms and conditions for the applicable third-party product.

**2.4 Software Applications Residing on Customer Provided and Maintained Equipment.** Lumen or its agents provides application support for all Talkdesk applications. Application support includes maintenance and trouble ticket resolution of the specific application software. US-only support is available for an additional fee and certain restrictions apply. When Customer purchases US-only support, Talkdesk engineering related tasks will be US-based and access to customer data, including data at rest, will be restricted to US-based resources. US-only support is available Monday-Friday 8:00am - 8:00pm (ET).

**2.5 Customer Hosted Equipment.** Customer must provide all equipment necessary to maintain and operate the application services including, but not limited to, the database and all applicable software for the two-way transfer of data between the Customer application environment and the Talkdesk platform. Upon request, Lumen will provide Customer recommended application and database configurations.

**2.6 Professional Services.** Lumen will develop a custom Talkdesk application to Customer’s specifications. The details and charges for the custom Talkdesk application development are provided in a SOW which will be executed separately by the parties. Lumen will: (a) perform the consulting, professional, technical, development and design services described in this Service Schedule or in the SOW; and (b) develop certain work product, if applicable and as specifically described in the applicable SOW, which will perform the functions or contain the attributes described in this Service Schedule or in the applicable SOW. Customer acknowledges that the successful and timely provision of Services and any applicable work product will require the good faith cooperation of Customer.

Accordingly, Customer will fully cooperate with Lumen by, among other things: (a) providing Lumen with all information reasonably required in order to provision the proposed Services and work product, if applicable; and (b) making Customer personnel and appropriate development time on Customer's systems available to Lumen, so as to permit Lumen to provide the Services and work product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Customer's business. The term, "Lumen Resource" may be used in a SOW to describe an employee, consultant or contractor assigned by Lumen to perform the Services.

**2.7 SLA.** Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels attached hereto as Exhibit A.

### **3. Customer Responsibilities.**

**3.1 Order(s) and Commencement of Service.** Services ordered by Customer, charges for the Services, ancillary features and services, and the initial service term will be set forth 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 (in writing or electronically) of a notice of acceptance to the Customer or delivery of the Service. Any Service availability date requested by Customer will be subject to Lumen's then-current lead times for the provisioning of Services. Neither Lumen nor Talkdesk will be liable to Customer for any damages for the failure to meet the requested availability date. Customer understands that professional services, which may include implementation, design and configuration will be purchased separately as described in Section 2.6 above.

**3.2 Charges.** Charges for the Services may include monthly recurring charges (MRC), pre-paid annual subscription fees, non-recurring charges (NRC), usage charges, and overage charges. Fixed charges, including MRCs and NRCs, are billed in advance and usage-based charges, including overage charges are billed in arrears. Customer will pay all charges for the Service, even if incurred as the result of unauthorized use. Rates and charges are exclusive of taxes, fees, and surcharges. The Ramp Period ("Ramp Period") will begin on the date the Services are made available and ready for use and continue for the period set forth in the Order. During the Ramp Period, Customer will be billed for actual usage at the pro-rated annual subscription rates set forth in the Order. At the conclusion of the Ramp Period, the Initial Subscription Term will commence. The Service Commencement Date is defined as the conclusion of the Ramp Period and the beginning of the Initial Subscription Term. After the expiration of the Ramp Period, if actual usage in a month exceeds the annual subscription amount set forth in the Order (pro-rated for a one-month period), Customer will be charged for such excess at the usage fee rate listed in the Order.

**3.1.1 Initial Subscription Term.** This section and the following section 3.1.2 apply in lieu of any other provision regarding Service Term in the Agreement. The Initial Subscription Term ("Initial Subscription Term") will begin at the conclusion of the Ramp Period and will continue for the term set forth in the applicable Order. Thereafter, any renewal terms shall be for an additional period equal to the Initial Subscription Term or one-year, whichever is shorter (each, a "Renewal Term"). The Initial Subscription Term plus any applicable Renewal Terms will together make up the "Subscription Term" though each individually may be referred to as "Service Term". Quantities purchased cannot be decreased during the Subscription Term.

**3.1.2 Renewal.** Lumen will notify Customer of an impending term expiration at least ninety days prior to the last date of the Initial Subscription Term or a Renewal Term ("Expiration Date") and Customer will, at least sixty days prior to the then-current Expiration Date, either notify Lumen of its intent not to renew or issue a renewal Order with payment due on or before the Expiration Date. In the event Customer submits a renewal Order that has a lower annual order value than the prior Term, Lumen reserves the right to replace the Services for which the Order is being placed.

**3.1.3 Price Increases.** Lumen may increase the annual fees on the anniversary of the start of the Initial Subscription Term or applicable Renewal Term by notifying Customer at least sixty days prior to such anniversary date. In the event of a multiyear Order, any annual price adjustment will be as set forth in the Order.

**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.

**3.2.1** Customer may cancel an Order (or any portion of an Order) prior to the Service Commencement Date upon written notice to Lumen identifying the Order and the affected Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to 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 canceled Service.

**3.2.2** Customer may terminate a specified Service on or after the Service Commencement Date upon written notice to Lumen. If Customer does so, or the Service is terminated for Customer's default, Customer will not be entitled to any refund of pre-paid amounts and Customer will be responsible for a termination charge equal to the sum of all unpaid amounts for Service actually provided and 100% of any recurring charges which would have been charged for the remainder of the Service Term. This is a liquidated damage and not a penalty. Upon termination, Customer must immediately stop using the Service and within five days after termination Customer will de-install all software and all copies and return to Lumen any materials provided to Customer by Lumen in connection with the Service.

**3.3 Network Connectivity.** Customer must separately purchase sufficient network connectivity to support use of the Service. Charges for network connectivity are not included as part of the Services.

**3.4 Voice Services.** Customer must purchase, under separate terms and conditions, the voice service used in connection with the Services.

**3.5 Content.** Lumen has no responsibility for content that is transmitted or viewed while using the Services, errors or omissions in the content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to content. Customer is responsible for all content displayed or uploaded by Customer in using the Services and for compliance with all laws pertaining to the content, including, but not limited to, laws requiring that Customer obtain the consent of a third party to use the content and to provide appropriate notices of third-party rights. Customer represents and warrants that it has the right to upload the content and that such use does not violate or infringe on any rights of any third party. Lumen reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

**3.6 Recording.** Customer is responsible for complying with all recording laws. Many states' laws prohibit recording the content of communications unless the individual recording the communication provides notice to participants and obtains the consent of all participants to the communication. It is the Customer's responsibility to obtain End Users' consent to recording as required by applicable laws. The Customer responsibilities regarding recordings include any call recording features that Customer may enable to record emergency calls.

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

**4.1 Information Security and Data Protection.** The parties acknowledge and agree that in providing the Service to Customer, Lumen will have no control over any data or information, including personally identifiable, health/healthcare, financial, or other sensitive information (collectively, "PII"), that may be collected, created, maintained, stored, transmitted, or otherwise processed by Talkdesk or the Service from or on behalf of Customer or End Users. Talkdesk, and not Lumen, performs the operation, management, and security of the Service. Talkdesk may access Customer data for the limited purpose of providing Service under this Service Schedule. With regard to the Service, Lumen is not and will not be deemed to be, a processor, business associate, service provider or any similar entity as contemplated under any applicable privacy or data protection law or standard, and any other privacy, security, or data protection terms between the parties (such as a Business Associate agreement or Data Protection agreement), will not apply to the Service. To the extent Customer intends to use the Service to disclose, create, maintain, store, transmit, or otherwise process PII, Customer has the sole responsibility for requesting from Lumen any privacy or data protection agreements or terms that may be required by such use. Customer grants to Lumen, its affiliates, third-party providers and contractors a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback (collectively, the "Feedback") provided by Customer relating to the operation of Lumen's business including, but not limited to, the Talkdesk Services, implementation of the Talkdesk Services, third-party content, and AppConnect marketplace.

**4.2 CPNI.** Customer's telecommunications products, services, and features that a Customer subscribes to and the usage of such services, including call detail information appearing in a bill, constitutes Customer Proprietary Network Information ("CPNI"). Customer authorizes Lumen and Talkdesk to share CPNI for business operations and to use CPNI to offer Customer other services that it could benefit from. Customer may withdraw its authorization at any time and Lumen will periodically notify Customer of its option to do so.

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

**4.3.1 Intellectual Property.** Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. Except as expressly set forth below, nothing in this Service 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 either party or its licensors.

**4.3.2 Software.** Customer agrees that any third-party software including any corresponding documentation, provided to Customer by Lumen 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. 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. Lumen may require Customer to purchase vendor supported upgrades at an additional cost where needed for Lumen's continued provision of Services; Lumen may charge Customer for support or additional tasks incurred from Customer's continued use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability in such event. Customer acknowledges that the software functions solely as a conduit for transmission and storage of data. Lumen is not responsible for and will have no liability for the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the data stored or transmitted using the software.

**4.4 Confidentiality.** In addition to the confidentiality terms contained in the Agreement, neither party will sell, transfer, disclose, or otherwise make Confidential Information available to any third party without the non-disclosing party's prior written consent. The recipient of Confidential Information will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the disclosing party within 30 days after the disclosing party's written request.

**4.5 Compliance.** Unless otherwise provided in an order form, the Services are not intended to support or carry emergency calls or SMS messages to any emergency services. Customer is obligated to have an alternate provider of local dial-tone functionality, which includes the use of emergency services dialing capability. If Customer utilizes the Service for predictive dialing, SMS messaging or outbound calling, Customer is responsible for complying with any applicable telemarketing and/or consumer protection laws or regulations including but not limited to, CAN-SPAM compliance standards, the Telephone Consumer Protection Act, 47 U.S.C. Section 227, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. Sections 6101-6108, and Federal Trade Commission regulations at 16 C.F.R. Section 310.1-310.9.

**4.6 Use Restrictions.** Customer will not and will not permit or authorize any third party to: (a) sell, rent, lease, sublicense or otherwise make the Services available to any third party except as expressly authorized by this Service Schedule; (b) modify or create any derivative works, functionally equivalent works, or translations of the Services; (c) remove or modify any proprietary markings or restrictive legends placed on any materials provided in connection with the Service; (d) access or use the Service to compete with, or to assist anyone else to compete with Talkdesk or any third party that is utilized to provide all or part of the Service.

**4.7 AUP.** In addition to Lumen's acceptable use policy, Customer must comply with the Talkdesk acceptable use policy found at <https://www.talkdesk.com/legal/acceptable-use-policy/>. Should Lumen become aware of changes to the Talkdesk AUP that affect the use or distribution of the Services, Lumen will provide Customer with prompt notice of such change.

**4.8 Additional Limitation of Liability.** Except for any payment and indemnification obligations of Customer and subject to the limitation of damages provisions in the Agreement, the total cumulative liability of each party arising from or related to the Services will not exceed the total charges paid or payable to Lumen for the affected Services under the Agreement in the twelve (12) months immediately preceding the event giving rise to such causes of action ("Damage Cap").

**4.8.1** Lumen disclaims any and all of Lumen's defense, indemnity and hold harmless obligations in the Agreement as such obligations relate, pertain or apply to the Services provided under this Service Schedule, and Customer waives, releases and discharges Lumen from the same.

**4.9 Additional Disclaimer of Warranties.** In addition to any other disclaimers of warranty in the Agreement Lumen does not make any representations, warranties or any other commitments regarding Talkdesk or the Services. CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND LUMEN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LUMEN MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH CUSTOMER. LUMEN DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. LUMEN CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT CUSTOMER'S OWN RISK.

**4.10 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.***

**(a) Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service 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 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. Lumen will provide labels 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. Sample labels are attached as "Exhibit A". Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.Lumen.com/legal/HVIPSIP/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 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 above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

**(b) Limitation of Liability.**

**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 FROM ANY CLAIM, DEMAND, ACTION, OR LIABILITY ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION); 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 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 IN CONNECTION WITH A CLAIM, DEMAND, ACTION, OR LIABILITY GOVERNED BY THIS PROVISION.

Version: April 24, 2024

**EXHIBIT A  
SERVICE LEVEL AGREEMENT**

This service level agreement governs the service level commitments for Services.

**1. Effectiveness.**

**1.1** This service level agreement is subject to, and does not supersede any provision of, the terms of the Service Schedule.

**1.2** This service level agreement is effective during the service term as defined in the Order.

**2. Minimum service level commitment.** Lumen will maintain 100% monthly minimum availability for the Service (the "minimum service level commitment").

**3. Availability.**

**3.1** The Service is "available" if: (1) the Customer is able to make and receive voice calls and (2) call quality is sufficient to allow participants in calls to hear and understand each other.

**3.2** The availability of the Service for each month will be calculated according to the following formula:

$$\frac{(total\ number\ of\ minutes - (unavailable\ minutes - unavailability\ exclusions)) \times 100}{total\ number\ of\ minutes}$$

**4. Service credit.**

**4.1** If the Customer believes the Service has not met the minimum service level commitment in a given month, Customer may request a SLA credit as detailed in the table below. To be eligible for an SLA credit, the Customer must deliver its request for an SLA credit no later than 10 days after the end of the month for which the SLA credit is requested and must include in its request a detailed description of the time and circumstances during which the Service was unavailable.

Service Availability	Service Credit
99.99% < 100	4% of subscription fees for month impacted
99.95-99.99%	8% of subscription fees for month impacted
99.5%>	20% of subscription fees for month impacted

**4.2** Lumen will promptly review Customer's request for a SLA credit. If, after accounting for any exclusions under Section 5, Lumen confirms that the Service did not meet the minimum service level commitment as stated in the Customer's request, Lumen will apply the SLA credit to the Customer's account against any pre-paid service credits purchased by the Customer.

**4.3** The service credits available under this agreement are the Customer's sole and exclusive remedy for Lumen's failure to maintain the minimum service level commitment.

**5. Unavailability exclusions.**

The following circumstances will be excluded when calculating the availability of the Service:

- (1) any time period during which the Service is unavailable because of problems in the communications network outside of Lumen's control
- (2) any time period during which the Service is unavailable because of (A) disruptions in the Customer's internal network or internet connectivity, (B) faults within third-party software or systems that are not controlled by Lumen, (C) acts or omissions of the Customer, or (D) force majeure events; and
- (3) any scheduled maintenance.

**6. Scheduled Maintenance.** "Scheduled maintenance" means any time period during which Lumen has scheduled service maintenance, upgrades, and testing of failover capabilities. Except with respect to scheduled maintenance for which it is not commercially reasonable to Lumen to provide advanced notice, Lumen will provide a minimum of 5 days advanced notice of any scheduled maintenance and will use reasonable efforts to conduct scheduled maintenance only (1) between 12:00 am and 5:00 am ET or (2) by region on low volume days of the week for a period not longer than 3 hours.

**7. Service Level Obligations for Reporting and Resolution.**

<b>CASE SEVERITY</b>	<b>DEFINITION</b>	<b>INITIAL RESPONSE TIME GOAL</b>	<b>RELIEF TIME GOAL</b>	<b>ESCALATION</b>	<b>DELIVERY OF RESOLUTION</b>
Severity 1 (S1)	The problem causes an outage (client or backend) to a service (client or backend) so that it is completely unavailable	15 minutes	2 hours	Lumen will begin as soon as possible and, in any event, within 2 hours. Allocated resource will communicate action plan to Customer. Action plan will include estimated delivery time of resolution.	Lumen will use continual 24x7 efforts to resolve Severity 1 problems.
Severity 2 (S2)	The problem causes a disruption of service (client or backend) but does not disrupt critical functions. No acceptable workaround is available.	60 minutes	4 hours	Lumen will begin as soon as possible and, in any event, within 4 hours. Allocated resource will communicate action plan to Customer. Action plan will include estimated delivery time of resolution.	Lumen will use continual 24x7 efforts to resolve Severity 2 problems.
Severity 3 (S3)	The problem causes a degradation to a service (client or backend) but does not disrupt critical functions. Acceptable (by the customer) workaround is available until the problem is corrected.	1 business day	Next maintenance or full release	Lumen will begin as soon as possible and, in any event, within 2 business days. Allocated resource will communicate action plan to Customer. Action plan will include estimated delivery time of resolution.	Will be resolved in the next scheduled version.
Severity 4 (S4)	This includes any other non-critical or non-serious problem to a service (client or backend) or workflow.	2 business days	Next maintenance or full release	N/A	Will be resolved in the next scheduled version, if possible.