

LUMEN SOLUTIONS FOR WEBEX CONTACT CENTER SERVICE SCHEDULE

1. General. This Service Schedule applies to Lumen Solutions for Webex Contact Center (“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 the Services under this Service Schedule. This Service Schedule incorporates the terms of the Lumen Master Service Agreement (“Agreement”) and associated Lumen calling service schedule or other calling service pursuant to which Lumen provides Services to the Customer. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement, Service Schedule or Order. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Service. Lumen may subcontract any and or all work to be performed under this Service Schedule.

1.1 Additional General Terms. All invoices will be issued to the Customer and paid in the currency specified in the Order, Lumen-issued quote, Order Form, or pricing attachment. 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 amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority (“Withholding Tax”), all of which are the responsibility of the Customer. If 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 accessed 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), any such addendum or agreement is the Customers responsibility.

1.2 External Links. Reasonable efforts have been made to check that the external links contained in this Service Schedule are accurate and up to date as of the date of publication, Lumen assumes no liability for any errors. From time-to-time Lumen may make changes or designate successor web sites to post the content referred to in this Service Schedule without notice to the Customer or a need to change this Service Schedule.

1.3 Terms, Acronyms and Phrases. Those terms, acronyms and phrases not defined in this document or Agreement but in common usage in the information technology industry, telecommunications industry or other pertinent business context will have their generally understood meanings in such industries or other applicable business context.

2. Services.

2.1 Service Description. Lumen Solutions for Webex Contact Center is a cloud-based omnichannel solution and contact center platform that allows Customer to manage interactions with its customers and provides features and capabilities for customer support.

Lumen Solutions for Webex Contact Center is a subscription-based service. Quantities of the types of agents are identified in the applicable Order where the measure would be Concurrent Agents or Named Agents. “Concurrent Agents” means the number of agents that will be simultaneously using the system at any given time during the month, also known as the ‘high water mark’; and “Named Agent” means a unique contact center user who logs in at any given month to use the Service. Agent types include standard and premium. Customer can choose both standard and premium agents when placing the Order.

Additional features or functionality described in an Order or SOW, 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>.

2.2 End of Life. Customer acknowledges that all third-party components of the Service are subject to the applicable vendor’s decision to (i) not continue to provide or renew the Service with Lumen and/or (ii) modify or end of life a component(s). If any of the foregoing occurs, Lumen will use commercially reasonable efforts to migrate Customer to another comparable Lumen service at any time. Such migration will occur without regard to Customer’s current Service Term.

2.3 Country Availability. The Service is currently available for purchase in the United States and can be used by Customers in locations outlined in the Privacy Fact Sheet, which can be found on the Lumen Trust Center site at <https://www.lumen.com/en-us/about/legal/trust-center/processing-lumen-services.html>.

3. Customer Obligations and Authorizations.

3.1 Charges. Charges for the Service may include monthly recurring charges, (pre-paid monthly) (“MRC”), or annual subscription fees, non-recurring charges (NRC), usage charges, as well as overage charges. Fixed charges 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 because of unauthorized use. Charges and fees 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, SOW or Customer Order as described in the applicable Service Schedule. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

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 a portion of an Order) prior to the delivery upon written notice to Lumen identifying the affected Order and Service. If the Customer does so, Customer will pay Lumen a cancellation charge (i) equal to the sum of all charges incurred as a result of the cancellation, including but not limited to and third-party cancellations or termination charges for the cancelled Service, (ii) all non-recurring charges and (iii) Lumen's out of pocket costs (if any) incurred, including constructing facilities and preparation necessary for Service delivery.

3.2.2 Customer may terminate a specified Service after Lumen's delivery of a notice that the Service is provisioned upon for Customer access by providing 30 days' written notice to Lumen. If Customer does so, Customer will pay Lumen a termination charges equal to (i) the sum of any outstanding amounts for Services already provided; (ii) 100% of any MRCs which would have been charges for the remainder of the Service Term; and (iii) if not recovered by the foregoing, and termination liability payable to third parties resulting from the termination, and any and all out of pocket costs undertaken to provide the Service. Charges in this section represent Lumen's reasonable liquidated damages and are not a penalty.

3.3 Authorized Use. Customer and Customer's End Users ("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 will maintain an information security and data privacy program with the appropriate technical, administrative, and physical safeguards designed to prevent any unauthorized access.

3.4 Network Connectivity. Customer must have a sufficient network connection in place to support use the Service. Network connectivity can be purchased from Lumen as a partner connected integration subject to the applicable Service Schedule(s). Any network connection to the Service that is not a Lumen provided Partner Connected Integration will be Customer's responsibility and must meet the criteria required for the Service.

3.5 Voice Services. Customer must purchase, under separate terms and conditions, Lumen Solutions for Webex Calling with the Voice Connectivity feature to be used in connection with the Service for Contact Center to function as it is intended.

3.6 Content. Lumen has no responsibility for content that is transmitted or viewed while using the Service and bears no liability in relation to the same. Customer is responsible for all content displayed or uploaded by Customer in using the Service and for compliance with all laws pertaining to content, including, but not limited to, laws requiring that Customer obtain the consent of a third party to use content and to provide appropriate notices of third-party rights. Customer will defend Lumen, its corporate affiliates, and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any loss, damage, expense, or liability (including settlement costs) 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.

3.7 Recordings. Customer is responsible for complying with all recording laws and Lumen bears no responsibility for the same.

3.8 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 Cisco and Customer are each data controller in their own right with respect to any such personal data exchanged under this Service and each will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws.

3.9 Regulatory. Customer acknowledges and is responsible for determining whether the Service is specifically appropriate for applicable law, rules, and regulations applicable to the Customer's business, and for use of the Service in a manner consistent with such laws, rules, and regulations. Customer acknowledges and agrees that use of the Service and each party's compliance with its respective obligations are not intended for, and do not constitute, compliance with any local, state, national or internal law, treaty, or regulation. Lumen offers no warranties in regard to fitness for purpose or any warranty whatsoever in regard to this Service.

4. Additional Terms, 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")). "Documentation" means guidelines, policies, sales literature, marketing documentation and other written materials related to the Services made available to Customer. Except as expressly set forth in this Service Schedule, 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 Lumen, its suppliers, or its licensors. Nothing in this Service Schedule or any license granted pursuant to this Service 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 Software. Customer agrees that any third-party software including any corresponding Documentation, provided to the Customer by Lumen in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights and title to 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 Service. 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 use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Service and Lumen will have no liability in such event.

4.4 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.

4.5 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.

4.6 Direct Damages. Except for the payment and defense 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").

4.7 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, SLAs 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.

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