

## LUMEN MPLS VPN SERVICE SCHEDULE

**1. General.** “Lumen” means CenturyLink Communications, LLC d/b/a Lumen Technologies Group, and its affiliates that provide Services under this Service Schedule. The Service is governed by the Master Service Agreement or other agreement between Lumen and Customer, or, if none, Lumen’s standard Master Service Agreement located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> (the “Agreement”) and, if Multi-Cloud Gateway is ordered via Lumen Connect, the applicable digital terms. Lumen may subcontract all or part of the Service but remains responsible to Customer. Capitalized terms not defined in this Service Schedule have the meanings in the Agreement. If there is a conflict, the order of priority is: (1) this Service Schedule; (2) the Agreement; (3) the Service Guide; and (4) the Order(s). Services are subject to geographic and feature availability.

**1.1 Additional General Terms.** Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**1.2** This Service Schedule applies when Customer orders Lumen MPLS VPN Service (which may also be called IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, IP Solutions Private Port, Multi-Cloud Gateway, or Lumen Cloud Interconnect (LCI).

## 2. Services.

**2.1 Service Description.** Lumen MPLS VPN Service includes two (2) virtual private network (“VPN”) services, providing private site-to-site communications over Lumen’s MPLS network. IPVPN utilizes Internet Protocol. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together “Customer Sites”) through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. Features and options are described below and in the Service Guide. “Service Guide” (or “SG”) means the technical feature/functionality descriptions, and any related rights and restrictions for certain Services, available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> which Lumen may modify from time to time, effective upon posting.

## 2.2 Billing Types.

**Flat Rate.** Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level.

**Commit Plus Burst.** For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate (“CDR”)/Committed Information Rate (“CIR”). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 90th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Data Rate (“PDR”) or Peak Information Rate (“PIR”) may apply, which is the maximum available bandwidth.

**Billing Arrangement.** Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge (“CMUC”), is based on the Committed Data Rate (“CDR”) (or the Aggregate Committed Data Rate (“ACDR”) or Aggregate Committed Information Rate (“ACIR”). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

**2.3 Additional Features.** Additional features and functionality may include:

**a. Enhanced Reporting.** If available at Customer’s location, Enhanced Reporting will be included at no additional charge. Customer may request information regarding the availability of Enhanced Reporting at any particular location. Where available, these features provide end-to-end reporting and SLA’s for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

**b. Class of Service (CoS).** Customer may purchase CoS where available; providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If an

Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the committed information rate or peak information rate.

**c. Smart Demarcation.** In certain locations, where available, for VPN with Ethernet access, Lumen provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

**2.4 Additional Services.** The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

**a. Lumen Internet Services.** As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

**b. Lumen Enterprise Voice SIP Based Services.** As part of a Converged Service, Customer may order Enterprise Voice SIP Based Service for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

**d. Managed Network Services.** As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

**e. Managed Security Services.** As an additional Service offering and if available, Customer may separately order certain managed security services.

**2.5 On-Net and Off-net Access.** Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

**2.6 Service Levels.** MPLS VPN Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

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

**3.1 Charges.** All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Customer will pay non-recurring charges ("NRC") and monthly recurring charges ("MRC") as set forth in the applicable Order or pricing attachment. NRC may include installation for local-access, and port connection. MRC may include local-access, port connection and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders Services bundled with either Lumen Internet Services or Lumen Enterprise Voice SIP Based Services (either combination is referred to as a "Converged Service"), charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

**3.2 General Customer Responsibilities.** Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer will (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

**3.3 Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided under this Service Schedule, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

**3.4 Business Contact Information.** Customer will provide Lumen the names and business contact details ("Business Contact Information") for its employees who have purchasing or other responsibilities relevant to Lumen's delivery of international Service (each, a "Business Contact"). Customer authorizes Lumen, and its affiliates and subcontractors, to use and transfer Business Contact Information to the United States to (a) provide the Service and (b) share information about Lumen products and services with Customer

through the Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has provided any required consent for these uses. Customer further represents that it collected, processed, and transferred the Business Contact Information in accordance with applicable law, including any required notices to the relevant data protection authority (an "Authority"). Customer will promptly notify Lumen of changes that affect Lumen's use of the Business Contact Information. Lumen will maintain appropriate technical and organizational security measures designed to protect Business Contact Information against loss, misuse, alteration, or unauthorized access or disclosure. Lumen will use Business Contact Information only for the purposes stated above. Lumen will designate a contact to respond to inquiries about its processing of Business Contact Information and will reasonably cooperate with Customer and any Authority on those inquiries.

**4. Reserved.**

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