

India Annex to Lumen MPLS VPN Service Schedule

This India Annex to Lumen MPLS VPN Service Schedule applies to India portion of MPLS / IPVPN Services and amends Lumen standard form of Lumen MPLS VPN Service Schedule) in following limited respects:

1. Para 1 (General) is revised and to be read as follows: "This Service Schedule forms part of the Master Service Agreement between Lumen and Customer ("Agreement") and is applicable only where Customer orders point to point non-switched physical connection / transmission bandwidth over Lumen or its third party provider network including MPLS VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation) using circuit or packet switched technology between user in India and user abroad. Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer under this Service Schedule."
2. Para 1.1 (Additional General Terms) is revised by excluding the following as being not applicable to the extent the Order Form is between Lumen Communications India Private Limited and Customer India entity: "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."
3. Para 2.1 (Service Description) is revised and to be read as under: "**Service Description.** MPLS VPN Service includes virtual private network ("VPN") services, providing private site-to-site communications over Lumen's or its third party provider 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 or its third party provider MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services."
4. Para 2.2 (Billing Types) is revised by excluding in their entirety the paras on "Commit Plus Burst" and "Billing Arrangement", as being not applicable.
5. Para 2.3 (a) (Enhanced Reporting), para 2.3 (c) (Smart Demarcation), para 2.4 (a) (Lumen Internet Services), and para 2.4 (b) (Lumen Enterprise Voice SIP Based Services) are revised by excluding it completely as being not applicable.
6. Para 2.5 (On-Net and Off-Net Access) is revised by excluding the following as being not applicable: "Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally,"
Para 2.5 (On-Net and Off-Net Access) is further revised and to be read as under: "Lumen may use third parties to reach Customer's site from the Lumen's supplier's/affiliate's owned and/or operated 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."
7. Para 2.6 (Service Levels) is revised to add following: "It is however clarified that save and except for Availability Tier Silver for Off-Net MPLS (IPVPN) as mentioned in Table 1.1 and corresponding Service Availability and associated service credits for Availability Tier Silver as mentioned in Table 2.1 of Lumen Service Level Agreement available at [Lumen Service Level Agreement](#), other Availability Tiers in Table 1.1 and 2.1 together with other Service Level at para 3, 4, 5, and 6 are excluded as not applicable.
8. Para 3.1 (Charges) is revised by excluding the following as being not applicable: "Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Lumen Enterprise Voice SIP Based Services (either (combination is referred to as a "Converged Service") such 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."
9. Para 3.2 (General Customer Responsibilities) is revised by excluding the following as being not applicable: "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."
10. Para 3.3 (Resale Restriction) is revised by excluding the following as being not applicable: "except as expressly provided by Lumen, 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."
11. Para 3.4 (Business Contact Information) is revised and to be read as under: "Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures which seek to promote a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays."