

# CENTURYLINK® NETWORK PROTECTION SERVICE

## SERVICE SCHEDULE

**1. Applicability.** This Schedule is applicable only where Customer orders CenturyLink® Network Protection Service (“NPS” or “Service”), provided by Level 3 Communications, LLC, a CenturyLink affiliate (“CenturyLink”). Customer must purchase certain CenturyLink Qualifying Internet Services to use NPS. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which CenturyLink provides services to Customer (the “Agreement”). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. If a conflict exists among the provisions of the Service Attachments, the order of priority will be the Service Schedule and then the Agreement.

### 2. Definitions.

“Excused Outage” will also mean, for purposes of this Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the applicable Service Level, for (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (c) the unavailability of required Customer personnel or the inability of CenturyLink to contact Customer related to the Service, including as a result of failure to provide CenturyLink with accurate, current contact information (including email) and an up to date escalation list; (d) CenturyLink’s lack of access to the Customer premises where reasonably required to restore the Service; (e) Customer’s failure to release the Service for testing or repair and/or continuing to use the Service on an impaired basis; (f) Customer’s failure to provide timely approvals and/or consents, including allowing CenturyLink to retune the Service as required for CenturyLink to provide the Service; (g) improper or inaccurate network specifications provided by Customer; or (h) Customer is in breach of its obligations under the Agreement or this Service Schedule.

“Flow Based Monitoring” or “FBM” is an optional feature that provides 24x7 proactive monitoring of attacks.

“Null route” or “black hole route” is a network route that goes nowhere. Matching packets are dropped or ignored rather than forwarded.

“Portal” means the Service specific web-based portal to which Customer will have access in order to monitor Customer’s traffic and view events.

“Qualifying Internet Services” means CenturyLink and its affiliates’ Internet Services that are compatible with the Service; all subject to availability and provided under separate terms and conditions.

“Regularly Scheduled Maintenance” means any scheduled maintenance performed to the CenturyLink network, routers and monitoring equipment. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, CenturyLink will: (a) provide Customer seven (7) days’ prior written notice; (b) work with Customer to minimize interruptions; and (c) use commercially reasonable efforts to perform maintenance between midnight and 6:00 a.m. local time. Emergency maintenance may be performed on less or no notice.

“Special Unavailability” means unavailability of the Service due to (a) Customer misuse; (b) other negligent or unlawful acts by Customer or Customer Representatives; (c) network unavailability, including telecommunications or Internet failures outside the CenturyLink network; (d) problems with Customer provided servers, routers, equipment, applications or systems; (e) Customer’s sustained traffic load reaching a point that causes material degradation to or outage of the underlying Qualifying Internet Service; or (f) any other action or inaction by a third party. Whether Special Unavailability is present will be determined by CenturyLink in its good faith discretion supported by records, data and other evidence.

“Suspension” means CenturyLink’s suspension of the Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.

### 3. Service Description.

**3.1** CenturyLink uses its applied access control lists (“ACLs”) and performance rules to mitigate volumetric attacks or limit the traffic that is permitted across the Qualifying Internet Service.

**3.2** FBM is available only to Customers with a Qualifying Internet Service that choose monitoring either from CenturyLink provider edge routers or Customer owned and managed equipment. FBM requires a reliable feed of netflow sampling and SNMP specific to the Customer’s traffic which CenturyLink will obtain from the Qualifying Internet Service used by Customer for the Service. FBM may not be available in all regions or countries and is subject to availability. Notwithstanding the foregoing, CenturyLink reserves the right at any time to: (i) change, add or supplement the monitoring tools; (ii) increase or decrease the monitoring tools’ sensitivity to anomalous IP traffic patterns; and (iii) modify the definition of anomalous IP traffic patterns that may indicate an attack.

**3.3** CenturyLink may, at its sole discretion and without liability, change, modify, or replace any of its network hardware, software, or equipment used to deliver NPS. Modifications will not have a material adverse effect on the level or quality of the features or functionalities of NPS.

**4. Acceptance; Service Commencement Date.** Orders shall describe the scope of NPS, including the Service Term, location and rate. CenturyLink’s acceptance of the individual Order is evidenced by the provision of the relevant sample filter to Customer. Notwithstanding any other Service Commencement Date or billing commencement definition in the Agreement, the Service

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Commencement Date and the date CenturyLink will start billing for NPS, is the date CenturyLink deploys the filter on the router, regardless of whether the filter is active on the CenturyLink edge router serving Customer's Qualifying Internet Service.

**5. Charges.** The charges for NPS consist of 2 components: (a) a non-recurring installation charge ("NRC"); and (b) a monthly recurring charge ("MRC") billed in advance based on the committed data rate (also referred to as committed information rate) associated with the underlying Qualifying Internet Service. The MRC and NRC for FBM is based on each piece of Customer owned and managed equipment when monitoring occurs from the Customer premise or for each logical circuit when monitoring occurs from CenturyLink provider edge routers directly from which FBM collects netflow sampling.

NPS includes limited logging and reporting capabilities that require Customer to submit a request through the Security Operations Center ("SOC"). CenturyLink will provide reasonably requested reports where possible. Customer can request up to 2 changes to filters or ACLs per month while not under attack at no additional charge. Customer can request additional changes subject to a time and materials charge ("T&M") basis at \$150.00/hour. Filter or ACL rule changes implemented during attack mitigation will not count against this limit, and are provided at no additional charge.

Charges are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink 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.centurylink.com/taxes](http://www.centurylink.com/taxes).

**6. Customer Responsibilities and Acknowledgements.** In order for CenturyLink to provide NPS, Customer will:

**6.1** Provide and maintain an accurate list of authorized contacts ("Customer Representatives") who can request changes to the rules implemented to protect against attacks;

**6.2** Identify the specific circuit IDs to which ACLs or filters will apply;

**6.3** Provide SOC information regarding changes to the rules in the event of an attack that will include, at a minimum, target host/IP address, protocol (TCP or UDP) and destination port;

**6.4** Approve or reject CenturyLink provided ACLs or filters within 1 business day following delivery from CenturyLink. In the absence of such approval, deployment of the filtering capability will occur (however it will not be actively applied to the interface) as communicated by CenturyLink and billing will commence;

**6.5** Provide CenturyLink with all updated IP addresses that will be monitored;

**6.6** Cooperate with CenturyLink and CenturyLink's vendors in coordinating setup of the Service;

**6.7** Expressly consent to and understand that in the performance of its obligations in this Service Schedule, CenturyLink (or its vendors) may correlate Customer traffic information (and not attributable to any customer) on the Service infrastructure which is located in a country other than the country of origination and/or destination of traffic; and

**6.8** Establish and consistently maintain its security policies and devices for defense and protection of its assets. In addition, Customer is solely responsible to ensure that its use of the Service does not violate any laws, security policies or regulations, including the manner in which the Service is used or accessed by Customer or its authorized users.

**6.9** Notwithstanding anything to the contrary in the Agreement, Customer agrees that CenturyLink may use meta data that it generates, monitors and/or captures in connection with providing the Service and/or determining trends or threat intelligence, and Customer represents and warrants that it has in place any necessary third party consents, permissions and/or rights to grant the foregoing rights to CenturyLink.

**6.10** Customer acknowledges that CenturyLink's access to Customer information is generally limited to machine/system generated logs and/or metrics that allows CenturyLink to provide the Service.

**6.11 Acknowledgement.** Customer understands that NPS may result in disruptions of and/or damage to Customer, its end-users or third parties' information systems and the information and data these contain, including but not limited to denial of access to a legitimate system user. CenturyLink has no responsibility for backing up data prior to deploying NPS or for arranging alternative means of operation should such disruptions or failures occur. Customer understands and acknowledges that the Service is not suitable for the maintenance or processing (apart from mere transmission) of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other applicable laws in the matter.

**6.12 Portal Data.** CenturyLink, through its third party provider, collects a minimal amount of information about Customer personnel that are authorized to access the Portal. The personal data collected and used with respect to the Portal includes portal enrollment information, consisting of name, business email address, administrative authorizations and login credentials, and Portal event data,

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consisting of high-level information about individual user's actions within the Portal. CenturyLink will only use this information to provide access to the Portal and provide Customer with information about actions taken within the Portal.

**6.13** In the event Customer or CenturyLink determine the Service is being affected by a continuing error, conflict, trouble report, or similar issue (in each case a "Chronic Problem") caused by the Customer, Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the same, including, but not limited to: (i) removing or modifying the existing Service configuration (or requesting CenturyLink to remove the same); or (ii) removing or modifying the system (e.g. browser, the servers making API calls) that interact with Service portal and APIs. If Customer has not remedied the Chronic Problem within 30 days of request by CenturyLink, then CenturyLink may suspend or terminate the Service. Service Levels will not apply and Customer will not be entitled to receive a credit or exercise a termination right under an applicable Service Level during periods of Chronic Problems caused by Customer.

**7. CenturyLink Responsibilities.** Customer will be provided a standard runbook which includes the rules of engagement in case the Customer is under an attack and needs assistance deploying ACLs. As part of NPS, SOC will assist with basic preventative measures that include:

**7.1** Applying a temporary or permanent ACL for the location specified in the Order with up to 50 rules on upstream approved routers.

**7.2** Configure Null routes

**7.3** Setup firewall filters on compatible upstream approved routers. Customer can specify filters with

- IPs, subnets, ports, protocol
- SOC may develop filter for unknown attacks in some cases

**7.4** Configure rate limits on upstream approved routers

**7.5** Provide direct priority access to SOC engineering

**8. Portal Use.** If CenturyLink provides Customer with Portal access in connection with the Service, Customer will access the Portal solely for use with the Service in accordance with this Service Schedule, the Agreement and any additional terms and conditions referenced in the Portal, and Customer will be responsible for any unauthorized access or use. A monthly recurring charge will apply to any Customer users in excess of ten (10) Customer users of the Service Portal. The Service uses two-factor authentication ("2FA") for access to the Portal. Customer will accept and comply with the End User Rules of Use associated with the 2FA Tokens. The 2FA tokens will be disabled for accounts that have not been active in more than six (6) months requiring users to request new tokens if they wish to reestablish access. Customer is responsible for maintaining the confidentiality of all usernames and passwords created by or assigned ("Credentials"), and are solely responsible for all activities that occur under such Credentials. Customer agrees to notify CenturyLink promptly of any actual or suspected unauthorized use of any Credentials. CenturyLink reserves the right to terminate any Credentials that CenturyLink reasonably determines may have been accessed or used by an unauthorized third party, and will provide immediate notice of such to Customer.

**9. Personal Data.** Customer and CenturyLink acknowledge that it may be necessary to provide the other party with personal data or to access personal data of the other party as necessary for the performance of each party's obligations under the Agreement and/or this Service Schedule, including, but not limited to and where applicable, employees' and authorized representatives' names, business contact information, technical or operational data (such as online identifiers), credentials to access portals and other platforms made available by one party to the other and similar personal data. The parties acknowledge and agree that each is a controller with respect to any such personal data exchanged under the Agreement and/or this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged in accordance with this Section will be limited to the extent necessary for the parties to perform their obligations or exercise their rights under the Agreement or this Service Schedule. As used in this Section, the terms "personal data," "processing," "processor" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party. Unless otherwise set forth in the Agreement, CenturyLink personnel will not access or attempt to access personal data that is processed via the operation of the Service. Processing is typically carried out at machine-level and CenturyLink will not retain any copies of data longer than necessary to perform the applicable Service or perform under the Agreement. To the extent legally required, Customer and CenturyLink will enter into separate written agreements required to comply with laws governing the relationship between a controller and processor with respect to the processing of personal data described in this Section, including, without limitation, any agreements required to facilitate necessary cross-border personal data transfers. Customer will be responsible for notifying CenturyLink whether such written agreements are required based on the nature of the data being processed.

**10. Additional Disclaimer of Warranty; Liability.**

**10.1** Customer acknowledges the Services endeavor to mitigate security events, but such events, even if determined to be attacks, may not be mitigated entirely or rendered harmless. Customer further acknowledges that it should consider any particular Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which

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CenturyLink is not, and will not be, responsible. While CenturyLink will use reasonable commercial efforts to provide the Services in accordance with the SLA, the Services are otherwise provided "as-is". CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, THAT ANY THIRD PARTY SOFTWARE OR CONNECTIONS OR SYSTEM PROVIDED BY CUSTOMER WILL BE COMPATIBLE WITH THE SERVICE AND/OR THAT CENTURYLINK'S RECOMMENDATIONS, ASSESSMENTS, TESTS, REPORTS OR MONITORING WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND/OR COMPLIANCE RELATED OBJECTIVES. CenturyLink will not be obligated to provide any defense, indemnity or hold harmless obligations with regard to any actual or alleged claim, liability, damage, expense or fees arising in connection with Customer's use of NPS (or software, if any) or otherwise arising in connection with NPS. Neither CenturyLink or its vendors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

**10.2 Direct Damages.** Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to a claim will not exceed in the aggregate the total MRCs, NRCs, and usage charges paid or payable to CenturyLink for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap").

**11. Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Schedule without the express written consent of CenturyLink.

**12. Additional Terms and Conditions Associated with the Service.** CenturyLink may temporarily suspend any NPS immediately in the event CenturyLink has a good faith belief that Suspension is reasonably necessary to mitigate damage or liability that may result from Customer's continued use of the NPS. In the event of any expiration or termination of any NPS, Customer's access to the applicable NPS will end and CenturyLink will not be responsible for assisting Customer with any transition to an alternative provider.

**13. Service Level Agreement ("Service Levels" or "SLAs") and Remedies.** The Service Levels are not available until completion of Service Validation. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by CenturyLink in its good faith discretion supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Credits are only available against the MRC for the affected Service. To receive credits, Customer must immediately notify CenturyLink in writing of a Service issue, but in no event later than 30 calendar days after the incident. Service Levels do not apply to Excused Outages, periods of Special Unavailability, period of Suspension or Chronic Problems.

#### 13.1 Time to Respond Service Level ("TTR SLA"):

SOC will respond to Customer's request to deploy ACLs within 30 minutes of receiving a call or a ticket to SOC from an authorized Customer Representative. SOC contact information is listed via <http://repairescalations.centurylink.com/>. If SOC fails to meet the TTR SLA, Customer will be entitled to a service credit off of the NPS MRC, as follows:

Time to Respond	SLA Credit
00:31:00 - 01:00:00	10% of MRC
01:01:00 02:00:00	25% of MRC
02:00:00 and above	50% of MRC

Activities that require traffic analysis and/or custom ACL development are not covered under the TTR SLA. In no event will Customer receive a credit for more than 1 incident per day pursuant to the terms of this Section, regardless of the number of times CenturyLink fails to comply with the TTR SLA during that day. In no event will credits in a given calendar month exceed 1 month's MRC for the affected Service.

#### 13.2 Platform Availability Service Levels

CenturyLink will use commercially reasonable efforts to make the Service available to Customer one hundred percent (100%) of the time (the "Availability SLA"). For purposes of this Availability SLA, a "Availability Service Outage" means the Service is unavailable to Customer for more than 60 consecutive seconds in a calendar month. The duration of the Availability Service Outage will be determined by CenturyLink in its good faith discretion using information collected from CenturyLink trouble tickets and/or data collected from the performance of the Service.

In the event a Availability Service Outage lasts more than 60 seconds but less than 4 consecutive hours, CenturyLink will provide a service credit to Customer equal to 10 days of the MRC associated with the Service at the affected location (the MRC of the affected location ÷ 30 calendar days x 10).

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In the event an Availability Service Outage lasts more than 4 consecutive hours, CenturyLink will provide a service credit to Customer equal to a full month of the MRC associated with the Service at the affected location (MRC of the affected location ÷ 30 calendar days x 30).

In no event will Customer receive a credit for more than 1 incident per day regardless of the number of times CenturyLink fails to comply with the Availability SLA during that day.

**13.3 Chronic Termination Right.** In addition to Customer being entitled to the above credit(s), as Customer's sole remedy for any non-performance of the Service, the following additional termination rights apply:

(i) in the event a Availability Service Outage extends for 3 or more consecutive days, Customer will have the right, for 30 days following the start of such Availability Service Outage, to terminate the affected Service under the applicable Order without early termination liability;

(ii) in the event of 5 separate occurrences of Availability Service Outage each lasting at least 60 minutes in a 90 day period, Customer will have the right, for 30 days following the 5th such occurrence, to terminate the affected Service under the applicable Order without early termination liability; and

(iii) if Customer has procured the Qualifying Internet Service from CenturyLink as part of the Service, Customer's termination rights extend to such CenturyLink Internet Service.

**13.4 General Terms for all Service Levels.** To be eligible for credits, Customer must be current in its obligations and Customer must contact CenturyLink Billing Inquiries via the contact information provided on their invoice, open a ticket in the Portal or contact their account manager to report any issue for which Customer thinks a Service Level may apply within 30 calendar days after the issue occurs. Credits will only apply against the applicable MRC for the affected Service, and will not apply to any other services provided by CenturyLink. Duplicative credits (e.g., for both a TTR SLA and TTM SLA) will not be awarded for a single failure, incident or outage. The aggregate credits in any calendar month will not exceed 100% of the MRC of the affected Service. The Service Level credits and termination rights stated in this Service Schedule will be Customer's sole and exclusive remedies with respect to any service failure or outage.

CenturyLink's SLA only applies to the respective vendors' supported configurations at the time SLA support requests are triggered. If any configuration, version, system or third party software is identified as "unsupported" by a vendor, CenturyLink's SLA (including availability of Service Credits) will no longer apply and any support by CenturyLink will be reasonable efforts only. In addition, and at CenturyLink's reasonable discretion: 1) Customer may be required to purchase vendor supported upgrades at an additional cost to allow CenturyLink to continue to provide the Services or; 2) CenturyLink may elect to charge the Customer for any support or additional tasks/work incurred resulting from Customers' continued use of an unsupported configuration. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring its software and systems are up to date and supportable. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink will have no liability therefrom.