

LUMEN® SASE SOLUTIONS SERVICE SCHEDULE

1. General. “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders Lumen SASE Solutions (“SASE Service”) which may be designated as “Lumen Secure Access Service Edge”, “Lumen Secure Access Solutions Edge”, “Lumen Secure Access Software Edge”, “Lumen SASE”, “Lumen SASE with Fortinet” or “Lumen SASE with VMware” in the Customer Order, pricing attachment, Order acceptance, service delivery, billing and related documents. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the “Agreement”). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. 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 Services.

1.1 Additional General Terms. These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen’s notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

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. “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. 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 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).

2. Services.

2.1 SASE Service Description. SASE Service is a portfolio of WAN and security solutions: Software Defined WAN (SDWAN), Security as Next Generation Firewall (NGFW), Secure Web Gateway (SWG), and Remote Access/Zero Trust Network Access (ZTNA). SASE Service utilizes a management portal and software deployed on a Lumen-provided customer premise equipment (“CPE”), into a Lumen Edge Gateway Service, or into a Customer provided cloud environment (collectively “SASE Node”). SASE Service is available in a single or high availability configuration. SASE Service is offered as a Self-Managed or Pro-Managed service. SASE Service is further defined in the Lumen SASE Solutions Service Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change upon posting.

2.2 Service Levels. SASE Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change upon posting. 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. Notwithstanding anything in the Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) a confirmation notice (“Order Confirmation Notice, at which time billing will commence and the Service Term will begin (“Service Commencement Date”). Customer will pay the monthly recurring charges (“MRCs”) and non-recurring charges (“NRCs”) as set forth in the Order in accordance with the Agreement. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer’s failure to comply with this Service Schedule and/or Customer’s request for changes in Services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SASE Service prior to the end of the Service Term, Customer must provide Lumen with 60 days’ advanced written notice and Customer will pay: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs undertaken by Lumen to provide Service.

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 SASE Specific Responsibilities. Customer is responsible for providing design specifications and technical data such as WAN circuit information to deploy the Service. Customer is solely responsible for all equipment, software, and other facilities used with the Service which are not provided by Lumen. Customer is responsible for scheduling Lumen support resources regardless of service management support level. Resource scheduling is available to Customer in the management portal.

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Unless Customer purchases On-Site Installation, Customer is responsible for installation. If Customer purchases On-Site Installation, Customer will schedule the installation in the management portal and ensure Lumen and its representatives have access to Customer sites for installation as scheduled, including obtaining all landlord approvals or letters of agency. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power within 5 feet of the installation location to enable delivery of the Service and CPE. Customer will provide adequate wallboard or rackmount space for the CPE to be installed. Customer will remove any existing CPE or equipment.

If Customer orders Self-Managed service, Customer is responsible for activating the SASE Service in the management portal. If Customer orders Pro-Managed service, Customer must schedule activation by a Lumen engineer in the management portal.

Customer may not resell the Services and may use the Services only within Customer's sites. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, environmental requirements, compatibility, and other information necessary to use the SASE Service. If Lumen determines that SASE Service is not available at a particular location or if the Customer's environment or network does not meet the specifications needed to use the SASE Service, Lumen has no obligation to provide Service at that location. Customer must provide Lumen with 30 days notice before any move or relocation of SASE Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SASE Service.

3.3 Use Restrictions. Customer will not use Service: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; or (iii) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

3.4 Rental CPE Return or Replacement. Lumen will provide Customer with instructions on return of Rental CPE. Customer will either (i) deliver Rental CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the Rental CPE. Rental CPE must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver Rental CPE to Lumen, Customer must give Lumen written notice of such return. If Rental CPE is not delivered to Lumen within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced Rental CPE and Lumen may invoice Customer the then-current value of the applicable Rental CPE model ("Replacement Cost"). If the return instructions provided to Customer state that Lumen or its supplier will retrieve the Rental CPE and Customer fails to provide Lumen with reasonable access to Customer's premises within ten (10) calendar days of termination, Lumen may continue to charge for the SASE Service. Where Rental CPE is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover Lumen's cost to ship the new Rental CPE. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

3.5 Privacy/Data Protection. Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer traffic, which may include personal information and usage data, and that Lumen and its underlying vendor may have access to such information in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and as otherwise described in this Service Schedule and any applicable end user agreement. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations, including those applicable to personally identifiable information, Customer traffic, or other sensitive information collected, stored, accessed, processed, or transmitted by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from employees, end users, contractors, or other users that the Customer traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Lumen or its underlying vendor in accordance with this Service Schedule and any applicable end user agreement.

In addition, Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

3.6 Data Compilation. Customer authorizes Lumen or its underlying vendor to use inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. Lumen may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. Lumen may retain event log data for as long as necessary or useful for its uses consistent with this Service Schedule. Lumen has no obligation to provide log data to Customer.

3.7 Customer's Security Policies. Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER'S POLICIES OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SASE Service, or that use common network features, have appropriate security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

3.8 Customer Technical Contacts. Customer will designate one primary and up to two additional Customer technical contacts and provide email and telephone contact details for each contact (the "Customer Technical Contacts"). Customer will ensure Customer Technical Contacts and all associated details are accurate and current at all times and that at least one Customer Technical Contact is reachable 24/7. Lumen will only accept, discuss, or make changes to the Service with the registered Customer Technical Contacts or via the management portal. Requests for changes to the list of Customer Technical Contacts must be made by an existing Customer Technical Contact.

3.9 Lumen Provided IP Addresses and Domain Names. If Lumen assigns Customer an IP address as part of the provision of Service, the IP address will (to the extent permitted by law) revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign the IP address to another user. If Lumen obtains a domain name for Customer (which may be required in some jurisdictions), Customer will be the sole owner. Customer will be solely responsible for: (i) paying any associated fees (including renewal fees); (ii) complying with legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority; and (iii) modifying the domain name if Customer changes service providers. Customer will indemnify, defend and hold Lumen (and its employees, affiliates, agents and subcontractors) harmless from any and all third-party claims, losses, liabilities and damages, including reasonable attorney's fees) relating to or arising from Customer's use of domain names (including claims for intellectual property infringement).

3.10 Third Party Software. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems, including third party software, is up to date and supportable. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels.

3.11 Lumen Provided Software. If any third-party software, or agent including any corresponding documentation, is required in connection with the Service, Customer agrees to use third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process. Customer agrees to update software to minimum version per Lumen guidelines.

3.12 Ownership. For the SASE Service, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. 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, disassemble, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party, its licensors, or suppliers. The software and all copyrights, patent rights, and all intellectual property rights related thereto are the sole and exclusive property of Lumen or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at Lumen's sole discretion), non-sublicenseable, non-assignable right to access and/or use the software solely in association with the Service; provided, however, Customer will not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing will automatically result in termination of any license granted in this Service Schedule. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. Customer has the right to use the software until the expiration or termination of the applicable Service Term.

Rental CPE is the personal property of Lumen or its supplier. Notwithstanding that, the Rental CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the Rental CPE other than as provided in this Service Schedule and will hold the CPE subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of Rental CPE, (b) at its own expense, keep the Rental CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the Rental CPE at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the Rental CPE to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; and (e) make no alterations or affix any additions or attachments to the Rental CPE, except as approved by Lumen in writing.

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Customer will not remove, alter, or destroy any words or labels on the Rental CPE and will allow Lumen or its supplier to inspect the Rental CPE at any time. Customer must use not less than a reasonable standard of care to store and protect Rental CPE and will be responsible for providing a safe and secure environment for the equipment in accordance with Lumen's specifications. Customer agrees to: (i) not alter or disconnect Rental CPE and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the Rental CPE or its operation. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the Rental CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen or its supplier. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

3.13 Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required under this Service Schedule. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where Rental CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined in this Service Schedule, then Customer must comply with the applicable higher value as required by law.

(a) Commercial General Liability with limits not less than \$1,000,000 (USD) or local currency equivalent per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the Rental CPE, including Lumen or a third party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to any and all indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required in this Service Schedule.

3.14 Residential Use. SASE Service may be deployed at an end user's residential address ("Residential Use"). Customer understands that such Residential Use is an extension of Customer's SASE Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. Customer acknowledges and agrees that even if Service utilizes the end user's residential internet connection, the Service is solely intended to enable remote connections between Customer corporate networks and Customer-authorized, work-related devices. Customer further acknowledges and agrees that improper installation or configuration by its end users of personal devices to the Service could potentially result in exposure of personal material, content, or traffic for such personal devices to Customer, Lumen and its underlying vendors in the course of configuring, providing and supporting the Service. Notwithstanding anything else in the Agreement to the contrary, Customer will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) clearly and effectively communicate to its users that the Service is only intended for remote working purposes, only authorized, work related devices may be connected to the Service, and the risks associated with the connection of any personal device to the Service; (iii) in the event Customer discovers that a personal or any other unauthorized, non-work related device has accessed the Service, take immediate steps to suspend or disable such access or device and not use such access to view, monitor, collect, or store any content, data, or usage from such device; and (iv) implement and maintain appropriate access controls to its corporate network such that only authorized employees and contractors with current login credentials may access the Service using only authorized devices. Customer agrees to defend, indemnify and hold Lumen harmless from and against any claims, costs, damages, or liabilities arising from or relating to Customer's breach of an obligation in this Section.

3.15 Firewalls and devices, including any software on such devices, will be maintained and serviced only by or at the specific direction of Lumen. Customer will not (and will not permit any third party to) use, combine, modify, open, move, service (or attempt to service) or in any way interfere with a firewalls or other equipment or software provided by Lumen except as expressly permitted in writing by Lumen.

3.16 Lumen reserves the right to modify any features or functionalities of the Service upon 90 days' prior notice to Customer. In the event that such modification materially or detrimentally affects the features or functionality of the Service, then Customer, as its sole remedy, may notify Lumen of such impact and if Lumen cannot remedy within 30 days, then Customer may cancel the affected Service without termination liability with 60 days' advanced written notice. Additionally, in such case, Lumen will notify Customer via e-mail of termination of the affected Service and Customer will not be billed for the terminated Service.

3.17 Management Portal. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and assigning appropriate user roles to its authorized users. Customer is solely responsible for all activities that occur under the Credentials, including access to content. Customer agrees to notify Lumen promptly of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party. Customer's primary Customer Security Contact will be given access to the management portal in order to facilitate access to reports regarding the Service and as the primary portal administrator. All information received by the Customer from Lumen through the management portal's security areas is deemed "Confidential", is solely for Customer's internal use and may not be re-distributed, resold or otherwise transmitted outside of Customer's organization.

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3.18 Chronic Problems. “Chronic Problem” means a continuing error, conflict, trouble report, or similar issue (individual or collective) caused by the Customer that affects performance of the Service. Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the issue, including, but not limited to: (i) removing or modifying the existing Service configuration; or (ii) making network changes in order to adhere to Lumen’s guidelines. Lumen may suspend or terminate the Service if Customer has not remedied the Chronic Problem within 30 days of request by Lumen.

4. Additional Service Limitatons and Disclaimers.

4.1 Disclaimer. Neither Lumen or its subcontractors 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 or reports related to the Services; or (iii) loss or corruption of data or information transmitted through the Service. Notwithstanding anything to the contrary in any Agreement, Lumen provides no indemnities or warranties on the Services.

4.2 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 this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen 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”). With respect to any Service provided to Customer under this Schedule that is provided for Customer’s convenience at no charge, Lumen will not be responsible or liable for any damages whatsoever and Customer’s sole liability as it is related to Services provided at no charge is to terminate the affected Service.

4.3 Additional Disclaimers. LUMEN DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY SOFTWARE IS NON-INFRINGEMENT, OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, FREE FROM ERROR, THAT ANY DOCUMENTATION OR MATERIALS ARE COMPLETE OR THAT THE SERVICE OR SOFTWARE WILL MEET OR SUPPORT CUSTOMER’S BUSINESS REQUIREMENTS.