

## LUMEN® SD-WAN 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 SD-WAN Service (“SD-WAN Service”) which may be designated as “SD-WAN”, “SD-WAN Premium”, “Lumen SD-WAN with Cisco Meraki”, “SD-WAN Meraki”, “Lumen SD-WAN with Versa Networks” or “Hybrid-WAN Connectivity” in the Customer Order, pricing attachment, Order acceptance, service delivery, billing and related documents, and the associated Access Services as described in this Service Schedule (collectively, the “Services”). If Customer’s Order reflects the Service as SD-WAN Premium, Customer’s Service is Lumen SD-WAN with Versa Networks Service. 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, 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 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 SD-WAN Service Description.** SD-WAN Service allows Customer to securely route traffic over its various network connections between Customer’s branch locations and to the internet based on configurations developed by Lumen and Customer. SD-WAN Service utilizes software either deployed on a Lumen-provided customer premise equipment (“CPE”) appliance at Customer’s data center or branch location (“SD-WAN Device”), into a Lumen Edge Gateway Service, or into a Customer provided cloud environment (“Virtual SD-WAN”). The CPE associated with SD-WAN is provided on a rental basis as (“Rental CPE”) or purchased by Customer for an NRC (“Purchased CPE”). Lumen or its supplier configures and ships the SD-WAN CPE to the Customer site. In some cases, repackaged or substitute CPE may be used. Lumen supports SD-WAN Service using diverse network controllers (collectively “Controller”) or diverse cloud infrastructure and a password-protected management portal (“Management Portal”).

**2.2 Administration and Management.** The SD-WAN Service is offered as a managed or co-managed service. Lumen will provide Customer with access credentials to remotely manage the SD-WAN Service through the Management Portal. Within the Management Portal, Customer may make network configuration changes such as routing and security policies on an as needed basis. Lumen resources are available 24x7 for support. Lumen is not responsible for outages or security incidents that occur due to Customer changes or configuration. If Customer utilizes Lumen management, Customer can submit up to 5 configuration changes per month per site. Lumen reserves the right to charge Customer \$275, or local currency equivalent, for each configuration request over that amount. Lumen or its supplier will maintain global administrative access to SD-WAN Service at all times and will maintain the root password for all functions. Lumen is not responsible for any services, systems, software, or equipment Customer uses with SD-WAN Service which are not provided by Lumen. Lumen will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers). If Customer’s SD-WAN Service is deployed as Virtual SD-WAN, Lumen will not manage Customer’s cloud environment.

The Management Portal also provides Customer with the following analytical information: (i) SD WAN Device status including health and reachability (ii) network activity (iii) network performance (iv) SD-WAN Device location (v) firmware summary (vii) alarm summary (viii) summary of recent events, (ix) application performance (x) services in use, and (xi) policy violations.

**2.3 Edge Gateway Service.** If Customer purchases Lumen SD-WAN with Versa Networks provided through Lumen’s Edge Gateway Services, Customer is subject to the Lumen Edge Gateway Services Service Schedule and the Lumen Edge Gateway Services Service Guide. The Service Guide terms are located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. Edge Gateway Services may also be called “Adaptive Virtual Services Premises- Lumen Edge Gateway” or “Adaptive Virtual Services Premises” on ordering, invoicing, or other documentation.

**2.4 Optional Security Upgrade.** Customer may order Security Upgrade at an additional charge. Security Upgrade provides a set of firewall, web filtering, and intrusion prevention.

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**2.5 SD-WAN Service Additional Options.** The Lumen SD-WAN with Versa Networks network Controllers are hosted within Lumen facilities, but can also be deployed as private infrastructure in a customer provided environment for an additional charge. SD-WAN CPE may be upgraded at additional charge. Subject to availability, Customer may order additional SD-WAN CPE without active software license(s) for sparing purposes ("Spare CPE") for an additional charge. Customer may order two SD-WAN Service packages at the same site to create a high-availability resilient network design ("High Availability Service"), where available.

Subject to availability, on-site installation and on-site maintenance may be ordered for the SD-WAN Device at an additional charge for each location. The on-site installation option will provide a Lumen technician at the customer premises to support the SD-WAN Device activation. The on-site maintenance option will provide a Lumen technician at the customer premises to support the replacement of an SD-WAN Device in the event of a device failure. If on-site installation or on-site maintenance are ordered, the technician will be on Customer's premises for up to three (3) hours per SD-WAN Device. If Lumen determines that additional time is needed, Customer will be charged an additional \$250 per hour per technician plus any charges associated with additional materials.

**2.6 Lumen Procured Third Party Provided Broadband and Cellular Back-Up Service Descriptions.** In conjunction with SD-WAN, Customer may purchase Lumen procured broadband access service and/or cellular back-up access service ("Access Services", "Delta Port Internet Connection", or "Wireless Backup Service" as applicable) if available. Broadband access service is an unsecure local internet broadband connection. Cellular back-up access service leverages third party cellular network connectivity and is established utilizing CPE (internal modem or an external enterprise-class cellular-to-Ethernet bridge) in a back-up only or failover situation. If Customer purchases Access Services, those services are subject to the terms of this Service Schedule. If Customer purchases Delta Port Internet Connection for broadband service or Wireless Backup Service for cellular back-up access service, Customer must order and contract for those services separately.

**2.7 Additional Service Description Lumen SD-WAN with Cisco Meraki.** The following terms apply for Lumen SD-WAN with Cisco Meraki:

(i) If Customer adds secondary transport other than the embedded cellular access as part of the MX68CW at any site, Lumen will not be responsible to alarm on secondary transport.

(ii) If Customer's CPE is a MX68CW appliance and Customer orders cellular access service, Lumen SD-WAN with Cisco Meraki Service includes Rapid Deploy. Rapid Deploy allows Customer to utilize a 5 GB cellular access service as temporary primary transport to the Lumen SD-WAN with Cisco Meraki Service ("Temporary Primary Transport") for 120 calendar days or the date the primary transport is available at the customer premises, whichever is earlier. Upon availability of the primary transport, the cellular access service may only be used as backup transport. The Temporary Primary Transport is offered on a best efforts basis and Lumen does not provide any service level credits for the Temporary Primary Transport.

(iii) Purchased CPE and Spare CPE are not available for Lumen SD-WAN with Cisco Meraki. On-site installation is included with Lumen SD-WAN with Cisco Meraki Service. On-site maintenance is not available with Lumen SD-WAN with Cisco Meraki Service. The Optional Security Upgrade is included at no additional charge with Lumen SD-WAN with Cisco Meraki Service except that the Log Collection feature is not available. The co-management option described in 2.2 is only available for Lumen SD-WAN with Cisco Meraki with Lumen approval.

### **2.8 Special Terms for Access Services.**

(a) Lumen will use reasonable efforts to procure the Access Service type per Customer site as identified in the Order. However, Lumen does not commit that a certain access service type or technology will be available at a Customer site.

(b) If the specific Access Service type set forth in an Order is not available, Lumen will so notify Customer and the Order for Access Services at that Customer site (and only that Customer site) will be cancelled (other Customer sites under such Order will not be impacted). Additionally, if the MRC or NRC must be increased and/or additional construction costs may apply, Lumen will request Customer confirmation of such costs, which confirmation may be provided via e-mail and will be binding on Customer. If Customer fails to provide such confirmation within 10 business days, the Order for Access Services at that specific Customer site will be deemed cancelled.

(c) Lumen reserves the right to commence billing Customer, and Customer will pay for the Access Service MRCs, if and to the extent that (i) such access has been installed; (ii) Lumen is incurring charges from the supplier; and (iii) the remaining completion of service installation cannot occur due to Customer delay, inaction, or failure to perform the Customer obligations under this Service Schedule.

(d) To the extent that suppliers of Access Service have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as is reasonable, given the notification provided to Lumen from such supplier. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of Access Service at such Customer site.

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(e) Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including but not limited to: physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying supplier access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet.

(f) Modification or Termination of Access Services by Lumen. Lumen reserves the right to modify any features or functionalities of the Access Services upon 90 days prior notice to Customer. In the event that such modification materially affects the features or functionality of these services, then Customer, as its sole remedy, may cancel the affected cellular and/or broadband access service without termination liability, as long as Customer notifies Lumen in writing of such termination within 60 days of such notice from Lumen. Additionally, Lumen may upon written notice terminate the cellular and/or broadband access service at a site (either before or after Service delivery) if Lumen determines that the bandwidth and/or coverage is insufficient to support the service at such site. In such case, Lumen will notify Customer via e-mail of termination of service at such site and Customer will not pay for the cancelled Access Service at that location.

**2.9 Service Levels.** SD-WAN 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. 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.** Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and usage charges (related to Access Services, if any) set forth in the Order, Lumen-issued quote, Order Form, or pricing attachment in accordance with the Agreement. The SD-WAN Service MRC includes the rental CPE MRCs which may be separately identified in invoices. 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 SD-WAN Service and/or Access Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay early termination liability as set forth in the Agreement.

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](http://www.lumen.com/taxes).

**3.2 SD-WAN Specific Responsibilities.** Customer is responsible for providing design specifications, including authentication methods and user role information. Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by Lumen. Customer will designate one primary and up to two additional Customer security contacts, and provide email and telephone contact details for each such contact (the "Customer Security Contacts"). Customer will ensure that Lumen is informed of any changes to the designation of, and contact details for, the Customer Security Contacts. Customer will ensure that at least one Customer Security Contact is available to be contacted by Lumen at any given time (24x7x365).

Unless Customer purchases on-site installation or on-site installation is included as part of Lumen SD-WAN with Cisco Meraki Service, Customer is responsible for installation of service and integration into Customer's network. Customer will ensure Lumen and its representatives have access to Customer sites for installation and maintenance (if purchased) and removal of equipment and Services 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 to enable delivery of the Service and CPE.

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, compatibility, and other information necessary to use the SD-WAN Service or associated Access Service. If Lumen determines that SD-WAN Service or Access Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the SD-WAN Service or Access Service, has no obligation to provide Service at that location. Customer must provide Lumen with 30 days notice before any move or relocation of SD-WAN 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 SD-WAN Service.

**3.3 Use Restrictions.** Customer will not use Services: (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.

If Customer orders Access Services, Customer will not use the cellular access service other than in back-up capacity or in the permissible temporary use as Temporary Primary Transport for Lumen SD-WAN with Cisco Meraki Service. Any other use of the cellular access

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service in a primary or non-back-up manner will give Lumen the right to immediately suspend such service and Customer will be liable to Lumen for any overage fees that may be charged to Lumen for use of the cellular access service beyond a failover. Lumen is not responsible, however, for monitoring for such usage by Customer. Without limitation to Lumen's other remedies under the Agreement, Lumen reserves the right to charge, and Customer agrees to pay, for any misuse of cellular access services or its components, and/or for such usage in excess of Lumen's established data pool for Customer, separately at the rates then charged to Lumen by the third party cellular provider. Additionally, if Lumen provides Customer notice of such use of which Lumen becomes aware, Lumen may terminate the cellular access service within 10 days of such notice if such use does not cease.

**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 SD-WAN 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. If on-site maintenance is not available and Customer requires on-site assistance from Lumen to install the replacement CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. 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 Purchased CPE.** All Purchased CPE sales are final. Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by Lumen, its agents or subcontractors. Lumen will invoice Customer for Purchased CPE when SD-WAN Service is installed. Until Customer pays Lumen in full for any Product, Customer (a) grants to Lumen a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes Lumen to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to Lumen. During the initial Service Term for the SD-WAN Service, Purchased CPE is eligible for the Managed Device Replacement Service Level in the Lumen Service Level Agreement. After the initial term, Purchased CPE is not eligible for the Managed Device Replacement Service Level but Lumen will pass-through and assign to Customer all applicable warranties provided by the manufacturer of the applicable CPE. Lumen disclaims any liability for loss, damage or injury to any party as a result of any defects, latent or otherwise, in any Product. Lumen is not: (a) a manufacturer of CPE; (b) a party to any agreement between Customer and a CPE manufacturer for services provided directly by the CPE manufacturer to Customer (e.g., maintenance and extended warranty services); and (c) bound by or liable for any representation, warranty, or promise made by a CPE manufacturer. Customer acknowledges that Lumen services are subject to export control and economic sanctions laws of the United States and other countries. Customer will not use services or move Purchased Equipment to a location in a country subject to comprehensive economic sanctions. If Customer violates this section, Lumen may, upon written notice to Customer, immediately terminate the affected Lumen services without liability to Lumen.

**3.6 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.

**3.7 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

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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.

**3.8 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 SD-WAN 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.

**3.9 Additional Customer Responsibilities for Lumen SD-WAN with Cisco Meraki.** Customer agrees to all applicable terms and conditions set forth by the manufacturer or publisher including any end-user license agreement, warranties, and return material authorization policies. Specifically, Customer agrees to the non-negotiable, online End User License Agreement terms and conditions and any applicable supplemental license terms found at [https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end\\_user\\_license\\_agreement.html](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html) ("End User License Agreement"). Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support. Customer must have access to the public internet. If Customer adds non-Lumen transport with Lumen SD-WAN with Cisco Meraki Service at any site, Customer must ensure that the Customer provided transport is compatible with Lumen's existing networking infrastructure and equipment, including the SD-WAN CPE.

(i) Lumen SD-WAN with Cisco Meraki Bundles. If Lumen SD-WAN with Cisco Meraki is ordered in conjunction with Lumen provided transport as a bundle, these additional terms and conditions apply. Customer must order Lumen provided transport as set forth in the Order to be used in conjunction with the Lumen SD-WAN with Cisco Meraki Service. If either the Lumen SD-WAN with Cisco Meraki Service or the associated Lumen provided transport service is cancelled by Customer (before or after Lumen notifies Customer that the services are ready for use) or terminated pursuant to section 2.8, all Lumen SD-WAN with Cisco Meraki Service(s) and Lumen provided transport services at that location will be deemed cancelled. In this event, Customer will pay any applicable cancellation or termination charges unless the Lumen provided transport service is terminated pursuant to 2.8. If Customer adds non-Lumen transport with Lumen SD-WAN with Cisco Meraki Service at any site, Lumen will not be responsible to manage that transport.

(ii) Additional Charges Terms for Lumen SD-WAN with Cisco Meraki. If Customer orders Access Service(s) or MTU Access with Lumen SD-WAN with Cisco Meraki Service, the SD-WAN Service MRC also includes the Access Service(s) or MTU Access MRCs, as applicable, which may be separately identified in invoices. At the expiration of the Service Term, Lumen SD-WAN with Cisco Meraki Service will renew for consecutive 12-month periods at the existing rates, subject to adjustment by Lumen on 30 days' written notice before the beginning of the renewal period.

**3.10 Ownership.** For the SD-WAN 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

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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.

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 will indemnify, defend, and hold harmless Lumen, its affiliates, and suppliers for any such Loss. 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.

**3.11 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.

**3.12 Residential Use.** Subject to Lumen prior approval, SD-WAN 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 SD-WAN 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 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.

#### 4. Reserved.