

LUMEN UC&C MANAGED SERVICES 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 UC&C Managed Services ("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. All invoices will be issued to Customer and paid in the currency specified in the Order, Lumen-issued quote, 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. UC&C Managed Services consists of a group of services that provide remote configuration support, ongoing management, and technical assistance of a Customer's UC&C Solution via the Customer's UC&C designated admin portal.

2.1 UC&C Solution Management is the on-going support of select, already implemented UC&C Solutions. A Lumen Resource will support Customer requested changes to users, numbers, rooms, phones, contact center settings or other Service Components within the UC&C Solution. The charges for the Service will be determined based on the number of users, phones, rooms or contact center agents (as applicable) that utilize or are otherwise designated/provided under the Customer's UC&C Solution. Lumen will only support devices (including but not limited to phones) that are specifically certified for use with the UC&C Solution by the supplier of such solution. The Primary Service Components that UC&C Solution Management will support are below:

- user(s)
- virtual conference room(s)/space (s)
- phone(s)/devices not associated with a single user
- contact center communication channels: (voice, video, SMS, chat, email, social)

2.1.1 Room/Space Management is a UC&C Solution Management Service that provides Service Component management associated with rooms or spaces. Service can remotely manage all room equipment via the UC&C admin portal on behalf of the Customer. The Lumen Resources can set proactive monitoring in the form of device alerts when components like display controllers, video, and audio equipment have been disconnected. Lumen Resources can also assist with remotely pushing the software/firmware updates to certified devices through the admin portal by working with Customer to determine a remote upgrade schedule. Room/Space Management requires a subscription to the Service for each virtual conference room/space the Customer has access to via the UC&C Solution supported. The Primary Service Component for Room/Space Management is virtual conference room/space. The Service Components and/or updates that can be supported via Room/Space Management are below:

- Update/Change Room calendar configuration
- Update Room OS
- Update Room firmware
- Rename Room
- Update/Change Room virtual background
- Update/Change Room theme
- Update/Change Room settings
- Update/Change Room Digital Signage
- Remote reboot/restart Room
- Update/Change Room location
- Reset screen lock pin
- Update Room device profile
- Update/Change Room display/layout
- Create/Update Alert settings

2.1.2 Phone and Calling Management is a UC&C Solution Management Service that provides Lumen Resource assistance with user management including any moves, adds, changes or deletes (MACD). Phone and Calling Management requires a subscription to the Service for every user subscribed to the UC&C Solution and any device not associated with a single user. The Lumen Resources can assist with remotely managing site profiles, call queues, auto receptionists, and associated devices, all via the UC&C admin portal. Customer can request specific voicemail or business hour changes per site or location. The Primary Service Components for Phone and

Calling Management are users and any phone/device not associated with a single user. The following list is not all inclusive but representative of Service Components that can be modified by Customer request via Phone and Calling Management:

- Users
- Devices (Physical phones assigned to end users or common area devices such as lobby or conference room phones)
- Call Queues
- Auto Attendants
- IVR Menus
- Business Service Hours
- Holiday hours
- Caller ID
- Voicemail Settings
- Call Park
- Dial Plans
- Phone management or configuration settings

2.1.3 Contact Center Management is a UC&C Solution Management Service that provides Lumen Resource assistance with user management including any MACDs. Contact Center Management requires a subscription to the Service for each user and each contact center communication channel supported within the UC&C Solution. The Lumen Resource can also assist with remotely managing call flows, call queues, agents, skills, and supervisors, all via the UC&C admin portal. Customer can request specific changes per flow or contact center queue. The Primary Service Components for Contact Center Management are users and each supported contact center communication channel. The following list is not all inclusive but representative of Service Components that can be modified per Customer request with Contact Center Management:

- Agent Users
- Supervisor Users
- Call Queues
- Call Flows
- Skills
- Inbox Settings
- Routing Profiles
- Dispositions or wrap up codes
- Assets Library

2.2 US Support With Customer Relationship Consultant (CRC) utilizes a Lumen US based certified CRC to provide the support, management, and reporting functionality as detailed below for the designated UC&C Solution. In addition to having support from onshore resources (24/7) Customer will have access to an assigned Customer Relationship Consultant ("CRC"). Lumen will assign a CRC as the primary interface with Customer for support request management. The CRC will facilitate problem resolution, case management for technical issues reported to Lumen via a web ticket, or over the phone, and will help to determine the cross-functional resources needed to resolve the issue. Additionally, the CRC will conduct regularly scheduled calls, as requested by the Customer, to discuss progress on resolution of open cases as well as critical meetings to address impactful issues. The CRCs are available during normal Lumen business hours of 8:00am-5:00pm in the single US time zone (EST, CST, MST, or PST) Customer has chosen. Outside of the designated business hours, the Customer may confer with the U.S. support team or Lumen's repair escalation list contacts at <https://repairescalations.lumen.com/>. The CRC's role includes ongoing or periodic activities such as:

- Single point of contact for any escalation oversight
- Performance and service level management
- Cross-functional coordination of support teams during an incident
- Responsible for a regular support cadence or setting up critical meetings
- Technical readiness guidance for upcoming maintenance/upgrades
- Operational reporting on open and closed tickets

Lumen will assign and introduce the CRC resource within 14 days of the Order being processed in Lumen's order management system. Lumen reserves the right to conduct a good faith evaluation of Customer's usage of the CRC to compare CRC bandwidth against Customer consumption. In the event Customer requires and is using CRC bandwidth above and beyond the reasonable intended usage of the CRC, Lumen may enter into a good faith renegotiation with Customer of Customer's Order Form to reflect increased usage by Customer. If the parties cannot reach an agreement regarding Customer's usage of the CRC, Lumen may terminate the Service without further liability.

2.3 Requesting Solution Management Service Support. Customers can request support via the UC&C Solution Management Service by submitting an email to the Managed Services address or by dialing the Managed Service support number. Lumen Resource(s) will respond to all requests within the hours of 9am-5pm CST Monday through Friday, excluding holidays ("Business Hours"). Customer requests for responses and support after Business Hours may be subject to an additional one-time fee known as an Expedite Fee, but Customers will be notified by Lumen's Service Delivery team before an after-hour change.

2.4 Expedited MACD Requests. Customer may, on a limited basis, request expedited MACD support. Lumen may support expedited requests but is under no obligation to do so. If Lumen agrees to support an expedited request, Lumen will gather information regarding the request and determine the level of effort required for MACD completion. A resolution timeline will be mutually agreed upon by Customer and Lumen's Resource. All Expedited MACD Requests will be documented via a change submission process following notification by telephone.

Table: Expedited Fee	
Type	Fee
Expedited Request during Business Hours	\$100.00 per MACD Ticket
Expedited Request after Business Hours weekdays	\$250.00 per MACD Ticket
Expedited Request - weekends/holidays	\$500.00 per MACD Ticket

2.5 Service Levels. The following Service Level Agreements (SLAs) apply to the UC&C Managed Services

2.5.1 UC&C Solution Management - MACD Completion SLA. Lumen will provide the Move, Add, Change or Delete ("MACD") service updates on supported Service Components to Customer within the service levels contained in Table 1. Requests for updates must be received by Lumen prior to 5:00pm CST on a Business Day. For purposes of determining if Lumen has met a Service Level, an update will be considered to have been completed "within 1 Business Day" if the update is completed on the next Business Day by or before the time the request was officially logged the prior Business Day. For example, if a request for Service is officially logged at 3:00 pm on a Business Day, it will have been completed within 1 Business Day if it is completed at or before 3:00 pm the next Business Day. This same logic will apply to the additional Service Levels in Table 1.

Table 1: MACD for UC&C Solution Management	
MACD Request Categories	Completion of MACD Request Service Levels
Minor	within 1 Business Day of Customer request for support
Medium	within 3 Business Days of Customer request for support
Major	within 5 Business Days of Customer request for support

Minor MACD Request – means a simple configuration change such as adding a new user, changing a user setting, updating business hours, configuring holiday hours, changing, or updating a room theme, virtual background or assigning a telephone number.

Medium MACD Request – means a slightly more complex configuration change request such as adding a new room, changing calendar configuration, updating IVR menus, updating Room OS, Updating Room firmware, updating or changing Call Queues.

Major MACD Request – means a complex configuration change that has an account wide impact or ability to impact multiple sites/locations. This could include changes to call flows or auto receptionists that have to be performed at the end of business hours to minimize impact.

The SLA is only available for service requests submitted by a valid Customer contact in accordance with established procedures. A ticket will be generated per Service request and contain details on the Customer's configuration or change request. After a Service/MACD request is completed, Lumen will promptly notify Customer by telephone, e-mail, or electronic communication via the Service Portal, of the completed request. If Lumen does not meet the applicable timeframes in Table 1 for MACD request completion on 95% or more of the total Lumen Solutions Management Service MACD requests by Customer in a billing month, then Customer may request a credit in writing, within 30 days of the end of the billing month in which the Customer believes the SLA was not met. If an SLA credit is approved by Lumen then a credit equal to 2x the total daily prorated MRCs for Customers UC&C Solutions Management Services will be issued to Customer, subject to the following limitations;

A) SLA credits will be issued to the Customer as the sole remedy for failure to meet any of the SLA described above during any given billing month. Customer may obtain no more than one credit for each SLA per incident per UC&C software subscription managed by Lumen. SLA credits will not exceed the lesser of (i) 25% of the equivalent MRC in local currency for the Service, in the applicable billing month; or (ii) \$5,000.

B) Lumen intake and ticketing systems with the data contained therein will be the source of information used for any SLA requests. Customer can request a full readout from a Lumen Resource.

2.5.2 US Support with CRC SLA. When Customer initiates a repair ticket with Lumen's US Based technical support team, the repair ticket will be classified according to the following Priority levels:

Table 2: US Support with CRC SLA			
Priority	Definition	Initial Response Time	Resources

Priority 1 (Urgent)	The designated UC&C Solution is Down, operation of the UC&C Solution is severely degraded, or there is a critical impact to the Service due to a fault with the network or other software issue. No workarounds. Examples include failures of network transport services to the UC&C platform or software functions inside the UC&C application such as being unable to make or receive calls for a large number of users.	1 Hour	Lumen will provide necessary resources around the clock to resolve this situation.
Priority 2 (High)	Significant aspects of the Service are negatively affected by inadequate performance of the network or other software issues. Partial or no workarounds.	8 Hours	Lumen will provide resources during Lumen's normal business hours (8-5pm EST) to resolve the situation and additional resources outside of Lumen's normal business hours as reasonably necessary.
Priority 3 (High)	General issues related to a feature or a set of features. Operational performance of the Service is not impaired.	24 Hours	Lumen will provide reasonable resources during Lumen's normal business hours (8-5pm EST) to assist in resolving the issue or providing a workaround.
Priority 4 (Low)	The Customer requires information or assistance with the Services' capabilities, installation or configuration and there is little to no effect on its business operations. Included are requests for information and assistance with respect to general release features and other similar requests.	24 Hours	Such requests will be handled within Lumen's normal business hours of 8-5pm EST.

Response Time for a Repair Ticket shall be the time (a) commencing after Customer submits a Repair Ticket and receives a Support Ticket number from Lumen and (b) ending when Customer receives the initial notification or communication from Lumen or a Lumen support representative. This SLA does not cover any time to resolve the Repair Ticket or make any guarantees regarding a given resolution.

If Lumen does not meet the applicable Initial Response Time in Table 2 for US Support with CRC SLA for any incident by Customer in a billing month, then Customer may request a credit in writing by submitting a Lumen BAC ticket, within 30 days of the end of the billing month in which the Customer believes the SLA was not met. If an SLA credit is approved by Lumen then a credit equal to 2x the total daily prorated MRCs for Customers US Support with CRC Services will be issued to Customer, subject to the following limitations;

A) SLA credits will be issued to the Customer as the sole remedy for failure to meet any of the SLA described above during any given billing month. Customer may obtain no more than one credit for each SLA per incident/repair ticket for the UC&C software subscription supported by Lumen. SLA credits will not exceed the lesser of (i) 20% of the equivalent MRC in local currency for the Service, in the applicable billing month; or (ii) \$5,000.

B) Lumen intake and support ticketing systems with the data contained therein, will be the source of information used for any SLA requests. Customer can request a full readout from a Lumen Resource.

2.6 Order Acceptance. Lumen will notify the Customer of acceptance of requested Service in the Order by the delivery (in writing or electronically) of an Order Confirmation notice.

2.7 Service Commencement. This Section replaces the commencement of billing section in the Agreement. The "Service Commencement Date" for the Services will be the date Lumen assigns Lumen Resources to provide the Service and the date the Service is made available and may be accessed for Customer use. Lumen will begin invoicing for the Services on the Service Commencement Date.

2.8 Service Term. The Service Term will begin on the Service Commencement Date and match the Service Term as set forth in the Order. Any Services added during the Service Term will be coterminous with the original Services. In lieu of any conflicting terms in the Agreement, upon expiration of the Service Term, the Services provided subject to this Service Schedule will continue on a month-to-month basis until terminated by either party on 30 days written notice.

2.9 Hardware and Software. No hardware or software will be provided in conjunction with activities performed. Any necessary fulfillment of hardware and software related to Service activities must be provided by other appropriate Lumen services, purchased under separate terms and conditions.

2.10 Other Lumen Resources will be utilized, as needed, to provide a full scope of technical expertise.

2.11 The Lumen Resources will complete the Services in a professional and competent manner.

2.12 The Lumen Resources performing the Services will be individuals with experience and knowledge required to perform the Services. Lumen will make reasonable efforts to honor Customer requests for specific resources.

3. Customer Responsibilities.

3.1 Charges. Customer agrees to pay all charges and applicable taxes to Lumen within 30 days of the invoice date. The agreed rates and charges are set forth in the Order exclusive of taxes. Charges for the Services may include monthly recurring charges ("MRCs") or non-recurring charges ("NRCs").

3.1.1 True Up. If Customer increases the number of Primary Service Components being supported by a UC&C Solution Management Service during the Service Term then Customer will place an order to increase the number of subscriptions to the requisite UC&C Management Solution Service, such that there is one UC&C Management Solution Service subscription for every Primary Service Component. The Service Term for the new subscriptions will be co-terminus with the original subscriptions. If Customer does not place the Order for the additional subscriptions within 30 days of the increase in Primary Service Components, Lumen may with email notice to Customer add the additional subscriptions to Customer's account, such that there is a subscription for every Primary Service Component.

3.2 Access to Administer and Manage Customer UC&C Platform. Customer will provide Lumen with administrative access to Customers UC&C Solution as necessary for Lumen to provide, test and monitor the Service. This might include, but is not limited to, delegated admin permissions, external management permissions over end users, devices, phones, contact centers, or remote admin visibility to

3.3 Customer Infrastructure and UC&C Platform. Customer is responsible for their network infrastructure that must be integrated with the Customers UC&C Solution or used in conjunction with the Service including but not limited to Customers "Active Directory" or Identity and Access LDAP, local area network (LAN), wide area network (WAN), personal computer environments, firewalls, network devices, and third party software or licenses not directly provided under the Services. Customer is responsible for network testing within Customers LAN and WAN to assess suitability. The Customer is responsible for all power requirements to phone, video, or other devices. It is the Customers responsibility to ensure devices have a compatible firmware or are certified for use with the UC&C Solution. Services do not include any remedial work to prepare Customer's infrastructure for integration or use with the Service or the UC&C Solution and any required work will be the Customers responsibility.

3.4 Cancellation and Termination. This section applies in lieu of any other provision regarding cancellation and termination charges within the Agreement that may otherwise apply to the Services.

3.4.1 Cancellation. Customer may cancel an Order (or portion of an Order) prior to the Service Commencement Date upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) 25% of the total all NRCs for the canceled Service, (2) and 15% of the total of all MRCs which would have been charged for the Service Term.

3.4.2 Termination. Customer may terminate a specified Service after the Service Commencement Date upon written notice to Lumen. If Customer does so, or the Service is terminated for Customer's breach, Customer will not be entitled to any refund of pre-paid amounts and Customer will be responsible for a termination charge equal to the sum of: (a) any non-recurring charges (NRCs) for the terminated Service not already paid by the Customer, (b) all unpaid amounts for Service actually provided and 50% of any recurring charges which would have been charged for the remainder of the Service Term. This is a liquidated damage and not a penalty.

3.4.3 Notwithstanding anything to the contrary in the Agreement, for Services provided subject to this this Service Schedule, all Notices for disconnection of Service, or routine operational notices will be provided by Customer to its Lumen sales representative or Lumen Account Manager and also emailed to uccmanaged@lumen.com.

3.5 Non-Solicitation. Customer or its third party will not knowingly solicit or recruit for employment or hire any Lumen Resource for one year following the termination of the Services for which the Lumen Resource performed work for Customer, except that Customer may recruit or hire a Lumen Resource identified by Customer solely as a result of the Lumen Resource's response to a non-specific, general advertisement by Customer. This provision does not apply to any Lumen Resource working in Minnesota.

3.6 Customer will defend Lumen, its affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees and settlement costs, arising from the actions of Customer and its employees as related to the Services or Lumen Resources.

3.7 Customer acknowledges and agrees that its failure to perform its obligations detailed in this Service Schedule may result in Lumen's inability to perform the Services. Lumen will not be liable for any failure to perform in the event Customer fails to fulfill Customer's obligations. The following additional conditions must be met by Customer throughout the Service Term.

3.8 Customer will assign a dedicated, authorized representative who will be available throughout the Service Term, and Customer will keep contact information up to date with Lumen, including that authorized representative's email address and phone number. The representative will initially provide and thereafter maintain accurate contact information, including email addresses for any Customer employee operating as a point of contact to coordinate service activities. It is Customer's responsibility to ensure that it has obtained all requisite consents to provide information in accordance with applicable law.

3.9 Customer is responsible for providing the Lumen Resources with communication access to the appropriate staff required for Lumen to fulfill activities. Timely responses to inquiries and requested decisions from Customer are necessary for Service activities to be fulfilled. Customer's timely participation in phone call(s) or meetings to discuss conditions or questions regarding any activities is required.

3.10 Customer will identify and provide Lumen with full access to all relevant Customer-controlled information, systems, equipment, environments, resources, and locations, including administrative access to the administrative portal for Customer's instance of the UC&C Solution, and ensure that such are sufficiently provisioned to allow Lumen to provide Services. Further, Customer will provide Lumen with remote access and administrative privilege to its locations or sites for all of its equipment relevant to the Services.

3.11 The Customer will provide Lumen with all necessary co-operation, information and support that may reasonably be required by Lumen for the performance of the Services.

3.12 Customer will obtain at its own cost without additional compensation whatsoever any permit, certificate, license and any legal or regulatory consents necessary or desirable to enable Lumen to provide the Services described in this Service Schedule. The Lumen reserves the right to immediately stop work activities if there is reasonable belief that Customer is not in compliance with applicable laws, including safety regulations or requirements.

3.13 Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of Lumen relating to the Service.

3.14 Customer will provide an environment necessary for Lumen to provide the Services, which may include that production and disaster recovery environments are provisioned with servers, local incremental and replica storage, network connectivity, CPU and memory resources, and other infrastructure components; and that replication is operational.

4. Additional Terms, Service Limitations and Disclaimers.

4.1 Compliance and Security. Lumen has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by Lumen from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The Lumen information security program is subject to reasonable changes by Lumen from time to time. Customer will ensure that all Customer data transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

4.1.1 To the extent Lumen accesses or handles Customer information, including personally identifiable information, it will do so only as necessary to provide the Services, perform under the Agreement and to comply with applicable law and Privacy Laws, including: (a) configuration, technical, operational and usage data relating to the performance and use of the Services; (b) business contact and similar information necessary for administering the business relationship and Agreement between the parties; and (c) account information required to manage the Services, provide notices, and handle Service invoicing and remittance. Lumen may disclose such information to its affiliates, vendors or subcontractors only as may be required to provide the Services and/or to comply with its contractual obligations, subject to privacy and confidentiality protections no less protective than those in the Agreement. Lumen will not be responsible for any loss or corruption of data or information. Lumen's obligations related to data will be exclusively governed by the applicable security and compliance terms and conditions in the Agreement and no security requirements or obligations of Lumen related to any other Lumen Service.

4.2 Intellectual Property.

4.2.1 Intellectual Property. 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, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. Except as expressly set forth below with respect to Document Deliverables, Customer Technology and Content, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

4.2.2 Customer License to Document Deliverables. Upon receipt of full payment, Lumen grants to Customer an irrevocable, perpetual, non-exclusive, world-wide, right and limited license under Lumen's copyright rights to internally use, reproduce, distribute copies of and prepare derivative works of the Document Deliverables ("Deliverable License"); provided however, Customer will treat the Document Deliverables as "confidential" pursuant to the terms of the Agreement and any applicable confidentiality agreement(s) by and between Customer and Lumen unless otherwise agreed to by Lumen. For purposes of this Section, "Document Deliverables" will mean any reports or other documentation prepared by Lumen exclusively for Customer pursuant to this Service Schedule.

4.2.3 Customer Technology. To the extent required by Lumen to provide the Services Customer grants to Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to Lumen subsidiaries and affiliates and any third parties providing all or part of the Service on behalf of Lumen. All right, title, and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates, and their licensors. "Customer Technology and Content" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects, and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

4.2.4 Freedom of Action. Nothing in the Agreement will preclude Lumen from developing, marketing, and distributing any software or integration code or performing any services similar to the Services for itself or for any third party, provided that Lumen is in compliance with confidentiality obligations under the Agreement.

4.3 Confidentiality. In addition to the confidentiality terms contained in the Agreement, confidential information also includes Lumen Technology and Customer Technology and Content. Lumen Technology and all enhancements and improvements are the exclusive property and confidential information of Lumen. Customer Technology and Content and all enhancements and improvements are the exclusive property and confidential information of Customer. Confidential information will not include Customer data, the obligations for which are governed by the Compliance and Security section. "Lumen Technology" means the proprietary technology of Lumen and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer data), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Lumen Technology conceived, reduced to practice, or developed during the term of the Agreement.

4.4 No Resale. Customer is prohibited from reselling Services provided pursuant to this Service Schedule and the Order without the express written consent of Lumen and if applicable Lumen's subcontractor.

4.5 If Lumen provides an assessment, certification, report, or similar material to Customer, such material is developed in good faith and Lumen endeavors to provide accurate information but cannot guarantee the result and that all issues have been identified.

4.6 Lumen will not be liable for any damages incurred by Customer or third parties resulting from Customer's non-compliance with any standards which apply to Customer. Customer's sole remedy for any dissatisfaction in the performance of any of the Services is to terminate the relevant Services.

4.7 Warranty.

4.7.1 With respect to the UC&C Managed Services Lumen warrants that: (i) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the UC&C Managed Services in accordance with the Agreement; and (ii) the UC&C Managed Services will be performed for and delivered to Customer in a reasonable, diligent, workmanlike manner in accordance with industry standards (together, the "MS Warranty").

4.7.2 Exclusive Sole Remedy for Breach of the MS Warranty. If through no fault or delay of Customer, or breach by Customer of this Service Schedule, and subject to the terms and conditions of this Schedule for updates and changes to the Services, the UC&C Managed Services do not conform to the Customers requested updates or changes, and Customer notifies Lumen within thirty (30) days of Lumen's delivery of the UC&C Managed Services, then Customer may require Lumen to re-perform the non-conforming portions of the UC&C Managed Services.

4.7.3 No Other Warranties. Customer understands and agrees that except for the limited MS Warranty provided above, the UC&C Managed Services are otherwise provided "as is" and Lumen, its affiliates, consultants, and subcontractors expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. Lumen, its affiliates, consultants, and subcontractors make no warranty or representation regarding the results that may be obtained from the use of the UC&C Managed Services, regarding the accuracy or reliability of any information obtained through the UC&C Managed Services or that the UC&C Managed Services will meet any user's requirements, or be uninterrupted, timely, secure or error free. Use of the UC&C Managed Services, including without limitation any material and/or data downloaded or otherwise obtain through use of the UC&C Managed Services, is at Customer's sole risk Lumen cannot guarantee and does not promise any specific results from the provision of the UC&C Managed Services.

4.8 While performing the Services, if Lumen encounters (i) a Customer responsibility contained in this Service Schedule that is not met, or (ii) a delay caused by Customer, then Lumen will not be obligated to deliver the affected Services.

5. Definitions.

"Business Day" means between the hours of 8-5pm EST, Monday-Friday excluding Lumen holidays.

"Down" means the UC&C Services were not available to the Internet due to causes within the reasonable control of the UC&C Solution, excluding Scheduled Maintenance or other activities with advance notice. Down does NOT include any failure of Customer to access the Services due to third parties outside of the control of Lumen (such as internet service providers, network service providers or telecommunications service providers), due to Customer hardware, software, systems or networks, or if Customer is able to access the Services using a reasonable workaround provided by Lumen (e.g., unable to access the Services via a web browser, but can access the Services via the client application).

"Lumen Resource" means an employee, consultant or contractor assigned by Lumen to perform the Services.

“Primary Service Component” means a component of the UC&C Solution that is supported by a UC&C Solution Management Service and for which the Customer must have a subscription to the requisite UC&C Solution Management Service for each Primary Service Component Customer has under the supported UC&C Solution.

“Service Component” means a component of the UC&C Solution that is supported and/or updated by a UC&C Solution Management Service. Examples of Service Components may include but are not limited to users, agents, call plans, devices, rooms, call queues, and contact centers.

“UC&C Solution” means the Customer’s UC&C service that is configured, deployed, or otherwise supported by the UC&C Managed Services provided subject to this Service Schedule.

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