

LUMEN UC&C PROFESSIONAL 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 Professional 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, Order, 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 Professional Services consists of a group of services that provide remote configuration and deployment for a Customer's designated UC&C Solution.

2.1 UC&C Professional Services - Phone Services will utilize Lumen Resources to facilitate the planning and design of Customer's phone based UC&C Solution and provide the remote configuration, deployment and migration (if necessary) of Customer's telephone numbers, call flows, call policies, dial plans, call queues, and Interactive Voice Response ("IVR") automated receptionist feature for the designated number of sites utilizing the administrative portal of Customer's UC&C Solution.

Within 14 days of providing Customer with an Order Confirmation notice, Lumen Resources will be assigned to help facilitate the Customer's UC&C Professional Services - Phone Service. The Lumen Resources will gather the Customer's data requirements, help facilitate the design of the Customer's UC&C Professional Services - Phone Service and then remotely deploy that solution on behalf of the Customer.

2.1.1 Lumen Resources for UC&C Professional Services - Phone.

a) Implementation Project Manager ("IPM"). The IPM will be the Customer's point of contact for the delivery of the Services, following Lumen's deployment best practices. The IPM will be responsible for the following activities:

- Internal and external project kick-off sessions.
- Creation and management of project governance, including but not limited to a mutually agreed upon UC&C Project Plan and schedule, project resource requirements, escalation process, change control, and test plan. The IPM will provide the Customer with a high-level project timeline for location deployments and cut overs.
- Facilitate and lead regular status update meetings, organize planning sessions and Customer steering committees, as applicable.
- Complete scoped migration and go live support.
- Perform closure procedures at the conclusion of project activities.

b) Solution Design Engineer ("SDE"). The SDE will be the Customer's primary technical resource responsible for gathering the Customer's requirements on current call flows, call policies dial plans, telephone numbers, call queues, IVR/Auto Receptionist, and locations/sites. The SDE will then remotely configure the Service inside the Customer's designated Tenant administration portal. The SDE will provide the Customer templates for collecting any required data for implementation. Once the Customer has provided the required information for deployment, the SDE will remotely create/deploy the following:

- Location/Sites.
- Auto-receptionists.
- Call Queues.
- Call flow(s).
- User profile creation and provisioning.
- Supported desktop phones.

2.1.2 UC&C Professional Service - Phone Packages. The UC&C Professional Services - Phone Service is available in the packaged options defined below or on the Order.

a) Standard Deployment Package consists of configuring up to 200 phone users, 2 sites, 10 supported desktop phones, 5 call queues, and 1 Auto Attendant/IVR.

b) Premium Deployment Package consists of configuring up to 750 Phone users, 10 sites, 100 supported desktop phones, 10 call queues, and 5 auto attendant/IVR.

c) Enterprise Deployment Package consists of configuring up to 1500 phone users, 20 sites, 750 supported desktop phones, 20 call queues, and 10 auto attendant/IVR.

d) Customized Deployment Package will consist of configuring a customized number of phone users, sites, supported desktop phones, call queues, and auto attendant/IVR as defined on the Order.

2.2 UC&C Professional Services – Contact Center Services will utilize Lumen Resources to facilitate the planning and design of Customer's UC&C Solution for contact center and provide the remote configuration, deployment and migration (if necessary) of Customer's call flows, agent profiles, supervisor profiles, contact center groups, telephone numbers, call queues, personas, skills, routing profiles and any integrations utilizing the administrative portal of Customer's UC&C Solution for contact center.

2.2.1 Within 14 days of providing Customer with an Order Confirmation notice, Lumen Resources will be assigned to help facilitate the Customer's UC&C Professional Services - Contact Center Service. The Lumen Resources will gather the Customer's data requirements, help facilitate the design of the Customer's UC&C Professional Services – Contact Center Service and then remotely deploy that solution on behalf of the Customer.

2.2.2 Lumen Resources for UC&C Professional Services - Contact Center.

a) **Project Manager (“PM”).** The Project Manager will be the Customer's point of contact for the delivery of the Service, following Lumen's deployment best practices. The PM will be responsible for the following activities:

- Internal and external project kick-off sessions.
- Creation and management of project governance, including but not limited to a mutually agreed upon UC&C Project Plan and schedule, project resource requirements, escalation process, change control, and test plan. The PM will provide the Customer with a high-level project timeline for location deployments and cutovers.
- Facilitate and lead regular status update meetings, organize planning sessions and Customer steering committees, as applicable.
- Complete scoped migration and go live support.
- Perform closure procedures at the conclusion of project activities.

b) **Software Developer (“SD”) or Solution Design Engineer (“SDE”).** The SD or SDE will be the Customer's primary technical resource responsible for gathering the Customer's requirements on current call flows, agents, supervisors, contact center groups, telephone numbers, call queues, personas, skills, routing profiles and any integrations. The SD or SDE will then remotely configure the Service inside the Customer's designated Tenant administration portal. The SD or SDE will provide the Customer templates for collecting any required data for implementation. Once the Customer has provided the required information for deployment, the SD or SDE will remotely create/deploy the following:

- channels (voice, video, chat or short message service “SMS”)
- agents
- supervisors
- contact center groups
- queues
- personas
- call flows
- skills
- agent routing profiles
- agent training sessions requested
- integrations

The SD or SDE will also provide a one-hour administrator training to the customer showing the current setup and call flows. The SD or SDE will also provide a one-hour end user training session on the Contact Center application, showing basic contact center functionality for Customer's UC&C Solution including but not limited to, how to answer an incoming call, how to transfer a call or how to place a call on hold.

c) **Quality Assurance Engineer (“QA”).** Depending on the UC&C Professional Services package that the customer has selected, Lumen might also assign a QA Engineer to assist with testing the Customer's proposed call flows or integrations such as a Customer Relationship Management (CRM) system. The QA Engineer will provide feedback and testing results to the SDE and customer.

2.2.3 UC&C Professional Service - Contact Center Packages. The UC&C Professional Services – Contact Center Service is available in the packaged options defined below or on the Order.

a) **Standard Deployment Package** consists of configuring a single contact center channel, up to 20 users (any combination of agents and supervisors), 2 groups, 5 call queues, 5 skills, 5 personas and 1 contact center integration.

b) **Premium Deployment Package** consists of configuring two center channels, up to 40 users (any combination of agents and supervisors), 4 groups, 10 call queues, 5 skills, 5 personas and 2 contact center integration.

c) **Enterprise Deployment Package** consists of configuring three contact center channels, up to 75 users (any combination of agents and supervisors), 6 groups, 15 call queues, 10 skills, 10 personas and 3 contact center integrations.

d) **Customized Deployment Package** will consist of configuring a customized number of contact center channels, users (any combination of agents and supervisors), groups, call queues, skills, personas and contact center integrations as defined on the Order.

2.3 UC&C Professional Services – AD and SSO Integration Services will utilize Lumen Resources to provide remote guidance to the Customer to support Customer's configuration of Single Sign On (SSO) and Active Directory (AD) integration with the Customer's UC&C Solution. Lumen Resources will guide the Customer through the process of integrating the platform of Customer's identity management provider with either Cisco Webex Control Hub or the Zoom Administration Portal. The following identity management provider platforms based on SAML 2.0 are supported:

- Okta (Webex or Zoom)
- Centrify (Zoom)
- Microsoft Active Directory (Webex or Zoom)
- Gluu (Zoom)
- OneLogin (Zoom)
- Ping (Webex or Zoom)
- Shibboleth (Webex or Zoom)
- Microsoft Azure (Webex or Zoom)
- Duo (Webex)
- SimpleSAML (Webex)

Within 14 days of providing Customer with an Order Confirmation notice, Lumen Resources will be assigned to help facilitate the Customer's UC&C Professional Services – AD and SSO Integration Services. The Lumen Resources will set up time to remotely walk the Customer through the setup process for integrating their supported identity management provider's platform and the administrative portal for Customer UC&C Solution. For avoidance of doubt, Customer and not Lumen will perform the integration.

2.4 Service Levels. No Service Objectives (SLOs) or Service Level Agreements (SLAs) apply to the UC&C Professional Service.

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

2.6 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 schedules the first meeting/session with Customer to support the Service. Lumen will begin invoicing for the Services on the Service Commencement Date.

2.7 Service Term. The Service Term will begin on the Service Commencement Date. If Customer elects to purchase a UC&C Professional Service Package with an MRC billing option, then the Services will be provided for the Service Term identified in the Order. If Customer elects to purchase the Service utilizing the NRC billing option, the Service Term will terminate on the earlier of; the end of the Service Term identified in the Order, or completion of all tasks necessary to complete delivery of the Service and Document Deliverables, if any, as contemplated by the Service. Notwithstanding anything to the contrary in the Agreement, at the expiration of the Service, the Service will terminate at the end of the Service Term unless renewed via an Order.

2.8 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.

2.9 Assumptions.

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

2.9.2 If the Services cannot be completed during the Service Term due to delays caused by parties other than Lumen or its subcontractors, Lumen's ability to provide the Services as set forth in this Service Schedule may be affected.

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

2.9.4 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.

2.9.5 Services provided during local business hours, defined as Monday to Friday from 08:00 to 17:00, excluding locally observed holidays, as applicable to the time zone relevant to the Customer's location serviced by the Lumen Resource.

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”).

3.2 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.

3.2.1 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 25% of the total of all MRCs which would have been charged for the Service Term.

3.2.2 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 100% 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.

3.2.3 Notwithstanding anything to the contrary in the Agreement, for Services provided under 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.

3.3 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.

3.4 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.

3.5 Customer will not utilize the Services or Lumen Resources provided under this Service Schedule as a replacement for any Customer resources located in the United Kingdom.

3.6 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 conditions must be met by Customer throughout the Service Term.

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 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.

3.6.5 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.

3.6.6 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.

3.6.7 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 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. Each party's total aggregate liability arising from or related to the Services will be limited to the total charges paid or payable for the Services subject to this Service Schedule that gave rise to the claim, except that Customer remains liable for its obligations under the "Charges; section" and any Customer-specific indemnification obligations. 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 Professional 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 Professional Services in accordance with the Agreement; and (ii) the UC&C Professional Services will be performed for and delivered to Customer in a reasonable, diligent, workmanlike manner in accordance with industry standards (together, the "PS Warranty").

4.7.2 Exclusive Sole Remedy for Breach of the PS Warranty. If through no fault or delay of Customer, or breach by Customer of this Service Schedule, the UC&C Professional Services do not conform to the service descriptions and service packages, and Customer notifies Lumen within thirty (30) days of Lumen's delivery of the UC&C Professional Services, then Customer may require Lumen to re-perform the non-conforming portions of the UC&C Professional Services.

4.7.3 No Other Warranties. Customer understands and agrees that except for the limited PS Warranty provided above, the UC&C Professional 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 Professional Services, regarding the accuracy or reliability of any information obtained through the UC&C Professional Services or that the UC&C Professional Services will meet any user's requirements, or be uninterrupted, timely, secure or error free. Use of the UC&C Professional Services, including without limitation any material and/or data downloaded or otherwise obtain through use of the UC&C Professional Services, is at Customer's sole risk Lumen cannot guarantee and does not promise any specific results from the provision of the UC&C Professional 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.

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

"UC&C Project Plan" a document outlining the key tasks that must be completed to provide the Service to the Customer.

"UC&C Solution" means the Customer's UC&C service that is configured, deployed or otherwise supported by the UC&C Professional Services provided subject to this Service Schedule.

v.1.092223