

## LUMEN VYVX® SUITE OF SERVICES SERVICE SCHEDULE

**1. General.** This Service Schedule for the Vyvx® Suite of Services is applicable when Customer orders, individually, or as a bundle, Base Broadcast Fiber Video Delivery Service and a Secondary Component(s) (as detailed below). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen, or a third party provides Services to Customer (the "Agreement"). "Lumen" is defined as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities for the purposes of this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the meaning given to them in the Agreement. The Vyvx Suite of Services may collectively or individually be referred to as "Service(s)" as the context may require.

**1.1 Additional General Terms.** 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. Provided that Lumen complies with Customer's brand guidelines as provided by Customer, Customer acknowledges and agrees that Lumen will have the right to list Customer's name and logo as a customer of Lumen in written, oral, and electronic materials about Lumen's Vyvx portfolio.

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. Service Description.

**2.1 Base Broadcast Fiber Video Delivery Service.** Base Broadcast Fiber Video Delivery Service provides Customers with customized global video transmission services. The Base Broadcast Fiber Video Delivery Service is typically delivered as a point to point transmission, but may be delivered using a multi-point delivery model such as linear channel distribution ("Vyvx LCD"). Where Vyvx LCD is available, select Service Content is delivered to Lumen by an Originator, after which Lumen then replicates and publishes the Service Content to multiple third parties.

**2.2 Secondary Components.** Subject to the architectural elements of the applicable Order or Reservation Confirmation, the Secondary Component(s) may include: (i) Managed Video Network Service. MVNS includes the use of CPE, which is typically placed at the Customer Premises; (ii) Satellite & Teleport Service; (iii) Vyvx® Internet Transport ("VyvxIT"). VyvxIT includes the use of CPE. Customer acknowledges that VyvxIT will not function without CPE connected to the Internet; (iv) Venuenet, Venuenet Lite or Venuenet+; (v) Global Events; and/or (vi) Local Access.

### 2.2.1 Local Access.

**(A)** Lumen will coordinate installation of Third Party Local Access and conduct initial testing of the interconnection between the Service and the third party. Customer may be required to execute a letter of authorization, in a form provided by Lumen, authorizing the third party to deliver the Third Party Local Access to the Customer Premises.

**(B) Changes made by Third Party Provider.** The charges and the Service Term identified in the Order for Local Access assumes Third Party Local Access will be provisioned by the provider initially selected. If Lumen is unable to provision Third Party Local Access through the initial provider or if that provider subsequently requires by way of example, additional charges or a longer Service Term than set forth in the Order, Lumen reserves the right, regardless of whether Lumen has accepted the Order, to suspend provisioning of the Third Party Local Access until a new Order reflecting changes is agreed by Customer. If Customer does not accept changes within five (5) business days after receiving notice of the requested changes, Lumen will deem changes rejected by Customer and the affected Order will be cancelled without liability of either party.

**(C) Changes Requested by Customer.** If Customer requests a change to the Order (e.g., modified Customer Commit Date, longer term, additional services), Lumen will use commercially reasonable efforts to effectuate the changes with the third party provider and will notify Customer of any additional charges (or an estimate of charges if they are not known at the time of notification). Customer will be deemed to have accepted any additional charges unless Customer notifies Lumen of its rejection in writing within five (5) business days of Lumen's notice. If the Customer Commit Date cannot be modified, then Lumen will begin billing Customer for the Local Access on the original Customer Commit Date.

**(D)** In addition to any other early termination charges that may apply, if Customer terminates Local Access after delivery of the Connection Notice or if Local Access is terminated by Lumen for default, Customer agrees to pay Lumen 100% of the monthly recurring charges multiplied by the number of months remaining in the applicable Service Term.

### 2.2.2 Satellite Space.

**(A)** Customer is responsible for provisioning any needed Transponder to be used in conjunction with the Vyvx® Satellite & Teleport Services. Customer will provide Lumen with sufficient information regarding the Transponder in order for Lumen to provide the Satellite & Teleport Services.

**(B)** Lumen may arrange for a Transponder upon Customer request. Customer agrees to comply with additional third-party terms and conditions that may apply to the Transponder only, which terms are incorporated by reference. Lumen reserves the right, upon thirty days' advance notice, to change the specific Transponder (if arranged by Lumen), Teleport or production facilities; provided that any change will be to a comparable service, with similar technical characteristics and operational conditions. If the Transponder is preempted by a third-party satellite service provider as a result of satellite failure or otherwise, Lumen reserves the right to immediately discontinue the provision of applicable Satellite & Teleport Services upon as much notice as reasonably practical.

**(C)** Demarcation points and the manner of transmission for Satellite & Teleport Services are set forth in the Order or Reservation Confirmation. Customer is solely responsible for (i) delivery of its signal to the Beginning Demarcation Point and for receiving its signal from the Ending Demarcation Point and (ii) receiving any signal from any satellite(s), including all downlink equipment necessary for reception of the satellite signal, at locations other than the Teleport.

### **2.3 Space; Customer Responsibilities; CPE; Software.**

**2.3.1** If Customer requires space and power at a Teleport for Customer Equipment, Customer may only use the space and power in conjunction with the Satellite & Teleport Service; any other use is strictly prohibited. Any request for space and power and placement of Customer Equipment at any other Lumen facility is subject to separate terms and conditions.

**(A) Access.** Customer will provide Lumen with a written list of Authorized Representatives. Lumen may, immediately and without prior notice, deny access to any person whose name is not on Customer's list and/or revoke the access of any individual to a Teleport for reasonable cause. Lumen, at its sole discretion, will have the right to re-configure, or relocate Customer Equipment either (i) within a Teleport without prior notice; or (ii) to a different Teleport upon at least thirty days prior written notice. Certain locations may require pre-arranged escorted access.

**(B)** Within 10 days following the expiration or termination of the applicable Service Term, Customer will remove all Customer Equipment and surrender space in the same condition as existed when Customer Equipment was initially installed, reasonable wear and tear excepted. If Customer fails to remove the Customer Equipment within the 10-day period, Lumen or the applicable third party provider may deem the equipment abandoned, disconnect and store, return or dispose of Customer Equipment without prior notice, without liability and at Customer expense, including any costs and expenses resulting from returning the space to original condition. Lumen will not be obligated to release Customer Equipment unless Customer has paid all outstanding amounts owed under this Service Schedule (including storage fees).

**(C)** Without limiting Customer's liability or indemnification obligations, Customer, at its own cost, will carry and maintain the insurance coverage listed below with insurers having a minimum "Best's" rating of A-VII at all times during the Service Term. Customer will require its subcontractors and agents who have access to the Teleport to maintain the same insurance. Insurance coverage will consist of: (a) Commercial General Liability insurance must cover claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of use or occupancy of the Teleport. The limits of insurance will be no less than \$2,000,000 each occurrence and \$5,000,000 general aggregate; (b) Workers' Compensation insurance with statutory limits as required in the state(s) of operation must cover any Authorized Representative, even if not required by statute. Employer's Liability or "Stop Gap" insurance must have limits of no less than one million dollars (\$1,000,000) for each incident; (c) Commercial Automobile Liability insurance must cover all of Customer's owned, non-owned and hired motor vehicles used in connection with the Teleport, with limits of at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage; and (d) "All Risk" property insurance with respect to real property, personal property or equipment owned in the Teleport for its full replacement value. Notwithstanding anything to the contrary, Customer waives all rights of recovery, claim, action or cause of action against Lumen, its agents (including partners, both general and limited), trustees, officers, directors, agents and employees, for any loss or damage that may occur to the Teleport, or any improvements to the Teleport, or any property in the Teleport, arising from any cause covered by any insurance carried by Customer, including negligence of Lumen. Customer will cause its respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Teleport or its contents. Customer may obtain the insurance limits required in this Service Schedule through any combination of primary and excess or umbrella liability insurance. Upon request, Customer will provide evidence to Lumen of insurance prior to occupancy and upon any renewal of insurance during the Service Term. The evidence of insurance will provide that Lumen be added as an additional insured with respect to the coverage required under this Service Schedule, and that coverage is primary and not in excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Customer, subject to the indemnification provisions below. Customer may self-insure the types and amounts of insurance listed above if Customer sustains total stockholder equity or net worth of no less than one hundred million dollars (\$100,000,000) and the Customer's program of self-insurance providing protections to Lumen is no less than those set forth above.

**(D)** Customer will defend Lumen from and against any and all claims, or actions, directly or indirectly arising from or relating to any death, personal injury or property loss or damage, including loss of or misuse of access codes/cards that is alleged to have been caused by any Customer Equipment at the Teleport or acts or omissions of Customer or its Authorized Representatives, except to the extent caused by Lumen's gross negligence or willful misconduct. Customer will also pay any costs of settlement or any damages finally awarded by a court of competent jurisdiction against Lumen and payable to such third party as a result of such claim or action.

**2.3.2 CPE.** Where Customer requests Lumen install CPE on Customer Premises, the following terms and conditions will apply.

**(A)** Lumen or in certain jurisdictions, a Lumen supplier will hold title to the CPE. Customer will keep all CPE free of distress and liens and will not allow any liens, encumbrances, or claims to be levied against the CPE.

**(B)** Customer will not: (i) sell, assign, sublet, pledge or part with possession or control of CPE or any interest therein; (ii) change, remove or obscure any labels, plates or insignia, lettering or other markings placed on the CPE; (iii) repair, replace or make physical modifications to CPE without written authorization from Lumen or Lumen's supplier; (iv) directly connect or allow the direct connection of any CPE to any local access except as previously approved by Lumen or Lumen's supplier; (v) alter, disconnect or move the CPE from Customer's delivery address unless otherwise approved in writing by Lumen; or (vi) modify, decompile, unlock, reverse-engineer, disassemble, incorporate or use in any other works, create derivatives of, or copy any portion of, or otherwise translate the CPE and/or the associated software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the CPE by whatever means.

**(C)** Customer will: (i) ensure proper environmental conditions as recommended by Lumen, its suppliers or the CPE manufacturers and that exterior surfaces are kept clean and in good condition; (ii) provide Lumen, and/or its suppliers with reasonable access to CPE for inspection and maintenance; (iii) assure Customer Premises are secure and comply with safety and health standards consistent with industry standards; (iv) comply with all license terms applicable to any software supplied with the CPE; (v) insure the CPE against loss from damage or theft; (vi) maintain adequate security policies and procedures for the CPE, network or applications which interface with the CPE; (vii) timely provide Lumen and its suppliers with any needed Customer completed import/export documentation and undertakings (including but not limited to acting as the importer of record if requested by Lumen or its suppliers); and (viii) inform Lumen as quickly as possible and in not less than 24 hours following damage to CPE, including during pre-installation storage. Except for damages caused by Lumen or its supplier, Customer will, within 30 days of invoice, reimburse Lumen for (i) replacement value of CPE as new at then current prices if CPE is not capable of repair, or (ii) the repair cost. Communications related to CPE will be conducted in English.

**(D)** Customer will cooperate with Lumen to provide a target installation date and to assure that Customer meets the CPE installation site-readiness requirements as of the agreed date. If Lumen or its suppliers cannot complete installation due to Customer's failure to perform site readiness or Customer's unavailability to complete installation on the target installation date as planned, Lumen may commence billing as of the target installation date and Lumen may charge Customer at its standard rates for any revisits. If CPE is to be delivered to a Customer Premise in advance of the target installation date, Customer will have an authorized representative sign for delivery of such CPE and Customer will securely store CPE until installation is completed.

**(E)** Upon termination, Customer will cooperate with Lumen to either, at Lumen's option, (a) provide Lumen or its designee access to enable the de-installation and removal of CPE or (b) package the CPE in shipping materials provided by Lumen and ship CPE to the location identified by Lumen at Lumen's cost. In either case, Customer will surrender the CPE in good condition, reasonable wear and tear excepted. If Customer is not available at the scheduled time, Lumen will charge, and Customer will pay Lumen's standard rates for the site visit and return visits. If Customer does not enable Lumen or its designee access or does not ship CPE as directed within 30 days of delivery of shipping materials, Customer will pay the replacement value as new of any unreturned CPE.

**2.3.3 Software.** Customer grants Lumen a limited, non-exclusive, royalty free license to any data or content provided by Customer in using Service solely and exclusively for the purpose of and to the extent necessary to provide Service.

**2.3.4** All IP and MAC addresses that are provided by Lumen will remain the property of Lumen and are non-transferable.

**2.4 Trial Period.** If Lumen provides access to the Service free of charge during a Trial Period (identified in an Order), Customer agrees that all terms and conditions of this Service Schedule applicable to Customer's use of the Service will apply during the Trial Period. The Service will automatically continue after the Trial Period for the Service Term identified in the Order unless Lumen or Customer provide written notice to terminate prior to the end of the Trial Period. Customer further agrees that Lumen's provision of Service, including providing access to the Service, during any Trial Period is without any warranty or any liability whatsoever, including under any otherwise applicable SLA.

**2.5 Service Level Agreement ("Service Levels" or "SLA") and Service Credits.** The Service Levels are not available until completion of Service Commencement Date. Any applicable SLA and SLO will not apply during a Trial Period. Service Levels do not apply to Excused Outages. In no event will the total Service Credits in a given month exceed the greater of either the usage charges or monthly recurring charges for the affected Service paid by Customer to Lumen during the calendar month in which the Outage occurred.

**2.5.1 Installation Service Level.** Lumen will install the ordered Service on or before the agreed start date as provided on the Customer Connection Notice or Reservation Confirmation (as applicable) (the "Installation Service Level"). If Lumen does not meet the Installation Service Level, Customer will be entitled to a service credit in the amount of 1/30 of the applicable MRC for each day of delay, up to a monthly maximum credit of thirty (30) days. The Installation Service Level does not apply to OU Service.

**2.5.2 Service Availability Level.** If the applicable ordered Service is unavailable (an "Outage") Customer may be entitled to receive the applicable service credit ("Service Credits"). An Outage will begin upon the earlier of Lumen's actual knowledge of the Outage or Lumen's receipt of notice from Customer of the Outage, and will be considered to have ended once Services have been restored in accordance with Lumen's monitoring equipment and records.

**(A)** Where Customer orders:  
(1) OU Service by itself; or  
(2) OU Service combined with VyvxIT (where Internet transport is provided by a Lumen affiliate) and CPE is unable to send or receive traffic at the Customer Premises identified in the applicable Order; or

- (3) OU Service combined with MVNS and the CPE is unable to send or receive traffic (i.e. data or video) at the Customer Premises identified in an applicable Order,

then Customer may be entitled to a Service Credit pursuant to the table below for any continuous uninterrupted Outage of one minute or longer:

Cumulative Outage Duration per Reservation (in hrs; min; secs)	SLA Percentage – OU Service
00:0:01 – 00:01:00	No Credit
00:01:01 or greater	Outage duration in number of minutes (rounded to the nearest full minute) multiplied by the rate per minute charge for the affected OU Service

(B) Where Customer orders:

- (1) Full-Time Service by itself; or
- (2) Full-Time Service combined with VyvxIT (where Internet transport is provided via a Lumen affiliate) and CPE is unable to send or receive traffic (i.e. data or video) such that the data or video Service is unavailable at the Customer Premises identified in the applicable Order; or
- (3) Full-Time Service combined with MVNS and the CPE is unable to send or receive traffic (i.e., data or video) at the Customer Premises identified in the applicable Order.

For the Services that meet all the criteria in (B)(1), (2) or (3) above, Service Level Availability is 99.991%. If any of the Services identified in (B)(1), (2) or (3) above are subject to an Outage, Customer may be entitled to a Service Credit as set forth in the table below. Service Credits for Outages are based on cumulative Outages over a calendar month.

Period of Outage in a month (hours: minutes: seconds)	Standard service credit percentage (Service Credit based on the Monthly Recurring Charge ("MRC") for the affected Service)
>00:00:00 and ≤ 00:04:00	0%
>00:04:00 and ≤ 01:00:00	5%
>01:00:00 and ≤ 04:00:00	10%
>04:00:00 and ≤ 08:00:00	20%
>08:00:00 and ≤ 12:00:00	30%
>12:00:00 and ≤ 16:00:00	40%
>16:00:00 and ≤ 20:00:00	50%
>20:00:00 and ≤ 24:00:00	60%
>24:00:00	100%

(C) Where the Customer orders Full-Time Service provisioned with Transport Stream Backup that includes:

- (1) Two acquisition points;
- (2) Diverse MVNS instances, diverse access components, and diverse provider edge routers at the acquisition location OR geographically redundant single threaded acquisition points;
- (3) Diverse access components and diverse provider edge routers at the delivery location; and
- (4) A single delivery point; and
- (5) The CPE is unable to send or receive traffic (i.e. data or video) at a particular Customer Premises.

For the Services that meet all the criteria in (C) above, the Service Level Availability is 99.995%. If the Services identified in (C) (1-5) above are subject to an Outage, Customer may be entitled to a Service Credit as set forth in the table below. Service Credits for Outages are based on cumulative Outages over a calendar month.

Period of Outage in a month (hours: minutes: seconds)	Standard Service Credit percentage (Service Credit based on the Monthly Recurring Charge ("MRC") for the affected Service)
>00:00:00 and ≤ 00:02:20	0%
>00:02:20 and ≤ 00:30:00	5%

>00:30:00 and ≤ 02:00:00	10%
>02:00:00 and ≤ 04:00:00	20%
>04:00:00 and ≤ 6:00:00	30%
>6:00:00 and ≤ 8:00:00	40%
>8:00:00 and ≤ 10:00:00	50%
>10:00:00 and ≤ 12:00:00	60%
>12:00:00	100%

- (D)** Where the Customer orders Full-Time Service that is diversly provisioned with another Full-Time Service so there are:
- (1) Two acquisition points;
  - (2) Diverse MVNS instances, diverse access components, and diverse provider edge routers at the acquisition location OR geographically redundant single threaded acquisition locations;
  - (3) Diverse MVNS instances, diverse access components, and diverse provider edge routers at the delivery location OR geographically redundant single threaded delivery locations;
  - (4) Two delivery points; and
  - (5) The combined delivery points are unable to deliver a single video service, then Customer will be entitled to a Service Credit pursuant to the equation in the table below:

For the Services that meet all the criteria in (D) (1-5) above, Service Level Availability is 100%. If the Services described in (D) (1-5) are subject to an Outage, Customer may be entitled to a Service Credit as set forth in the table below. Service Credits for Outages are based on cumulative Outages over a calendar month.

Period of Outage in a month (hours: minutes: seconds)	Standard service credit percentage (Service Credit based on the Monthly Recurring Charge ("MRC") for the affected Service)
>00:00:00 and ≤ 00:00:03	0%
>00:00:03 and ≤ 00:04:00	25%
>00:04:00 and ≤ 00:15:00	50%
>00:15:00 and ≤ 01:00:00	75%
>1:00:00	100%

**(E)** Where Customer orders VyvxIT in conjunction with Internet Service provided by a Lumen affiliate and CPE is unable to send or receive traffic (i.e., data or video) at the Customer Premises identified in the applicable Order due to unavailability associated with the Internet Service, Customer will be entitled to the Service Level set forth in the applicable Service Schedule for Internet Service.

**(F)** Where Customer orders Local Access through Lumen in conjunction with any Service provided pursuant to this Service Schedule, Customer acknowledges that use of the Service is dependent on the Local Access. If Customer experiences an Outage attributable to Local Access, the third-party provider or Lumen SLA (as applicable) will apply; a copy of which is available to Customer upon request.

**2.5.3 General Terms for all Service Levels; Exceptions.** Customer must request any Service Credit that may be due by submitting a written request to Lumen within sixty (60) calendar days of the conclusion of the month in which the Outage(s) occurs. Customer waives any right to Service Credits not requested within this sixty (60) calendar day period. Service Credits will be issued once validated by Lumen and applied toward the invoice which Customer receives no later than two (2) months following Customer's Service Credit request.

### 3. Customer Responsibilities.

#### 3.1 Orders; Term; Termination.

**3.1.1** A Reservation is required for OU Service. For all other Services, Customer may execute an Order. All Services are subject to availability and Reservation Confirmation. The Reservation will serve as Customer's Connection Notice. In lieu of any other commencement of billing provisions that may otherwise apply in the Agreement, billing will commence on the earlier of the agreed start date stated on Customer's Connection Notice or the date the applicable Service is available for use ("Service Commencement Date"). The Service Commencement Date for Services with a Trial period will be the date the Trial Period expires.

**3.1.2** If any Reservation or Order includes a Commitment Obligation, the following additional conditions will apply:

**(A)** Any Commitment Obligation is provided on a use it or lose it basis. At the end of the applicable Service Term or Reservation Period, Customer will be billed the difference between the Commitment Obligation and the actual hours or usage utilized and still unpaid.

For avoidance of doubt, Commitment Obligation will refer to the dollar value equivalent of all minimum commitments (e.g. number of hours multiplied by the price per hour, etc.) made by the Customer if the actual commitment is not expressed as a minimum revenue commitment.

**(B)** If Customer cancels or terminates a Service for any reason other than default or if a Service is cancelled or terminated by Lumen for default by Customer, the Commitment Obligation is in lieu of any cancellation charges stated elsewhere in the Agreement. Customer may terminate Services at any time during a Trial Period; provided the effective date of termination occurs prior to expiration of the Trial Period.

**3.1.3** Full-Time Service will continue month-to-month at the expiration of the Service Term at existing rates, subject to adjustment by Lumen on 30 days' advance written notice. OU Service will automatically expire at the end of the Reservation Period, subject to Section 3.1.4 below.

**3.1.4** Any requests by Customer to either advance the beginning time or extend the ending time of a Reservation after the Reservation Confirmation has been sent to Customer are subject to availability. Customer agrees to pay any additional charges that may apply.

**3.2 Customer Information.** Customer must provide a point of contact with current, complete and accurate contact information that is reachable 24/7 for the Service's required notifications and should be authorized to consent to make, or direct, changes to the Customer's Service, as applicable. Customer must provide Lumen with advance notice of at least five business days of any network topology or system changes that may affect the Service. For changes that are Service or price impacting, changes must be agreed to in a new Order before the change will go into effect.

**3.3** Lumen may subcontract any or all work to be performed. Customer must cooperate with Lumen and Lumen's partners or subcontractors in coordinating setup of the Service.

**3.4 Portal Data.** Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials"), and is solely responsible for all activities that occur under the Credentials. Customer agrees to promptly notify Lumen of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party and will provide prompt notice to Customer. For added security, Lumen recommends two-factor authentication in conjunction with all Credentials.

#### **4. Additional Service Limitations and Disclaimers.**

**4.1 Privacy/Data Protection.** Customer acknowledges that Lumen may process personal information of Customer and/or its end users in connection with providing, monitoring and managing the Services, including across national borders. Lumen may also disclose such information to its affiliates and underlying vendors for similar processing in connection with providing the Service or to comply with applicable law. Customer is responsible for complying with all privacy and data protection laws and regulations regarding Customer content, end users, and other relevant data Customer elects to process via the Services, including ensuring a valid legal basis and adequate notifications for all such processing. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security controls, information protection, and backup (if applicable) of any data, which may include the use of encryption technology to protect such data from unauthorized access or use. Given that Customer determines which data to process via the Service and which security measures to apply to such data, notwithstanding anything else to the contrary in this Service Schedule or the Agreement, Customer and not Lumen will be responsible for whether the Services are suitable to process the relevant data.

#### **4.2 Security; Disclaimers; Liability.**

**4.2.1 Security.** Customer acknowledges and agrees that use of the Service necessarily involves transmission of content over networks that are not owned, operated, or controlled by Lumen and that it is Customer's responsibility to choose what, if any, security measures are needed to protect content. Lumen is not responsible for any content (including the security thereof) that is lost, altered, intercepted, or stored across such networks or via use of the Services. Lumen and its third party suppliers do not warrant that security procedures will be error-free, that transmissions of content will be free of disruptions or secure or that unauthorized third parties will never be able to defeat Lumen's security measures or those of its third-party service providers.

**4.2.2 DISCLAIMER.** LUMEN AND ITS THIRD-PARTY SUPPLIERS HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET USER CONTENT. LUMEN AND ITS THIRD PARTY SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED INCLUDING (I) IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OPERATION WITHOUT INTERRUPTION; (II) THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICES; OR (III) THE NETWORK CAPACITY OR QUALITY OF NETWORK SERVICES CONTROLLED BY THIRD PARTIES OR QUALITY OF END-USERS' HARDWARE OR EQUIPMENT (IV) THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES. Neither Lumen or its suppliers will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) loss or corruption of data or information transmitted through the Service. Any obligation of Lumen to defend, indemnify or hold customer harmless for any intellectual property related claims as may be set forth in the Agreement are hereby disclaimed in their entirety by Customer with respect to the Services.

**4.2.3 Direct Damages.** Except for the payment and indemnification obligations of Customer and subject to the Damages Liability Limitations and Exclusions provisions in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the twelve months immediately preceding the first event giving rise to the cause of action; or for Occasional Use Services, the total charges for the Reservation giving rise to the cause of action (“Damage Cap”). This limit applies collectively to Lumen, its affiliates, contractors and suppliers.

**4.3 Intellectual Property.** All intellectual property provided under this Service Schedule (collectively, “Intellectual Property”) is in all respects the sole and exclusive property of Lumen, its affiliates and/or its licensors, vendors or manufacturers. Nothing contained in this Service Schedule will be construed to convey to, or create in, Customer any right, title, license or interest in or to the Intellectual Property.

#### **4.4 Customer Content.**

**4.4.1** Customer will defend Lumen, its directors, officers, and employees from any loss, damage, claims, costs (including settlement costs), liability or expenses, including without limitation reasonable attorneys’ fees (collectively, “Loss”) directly or indirectly arising from or relating to any (1) Service Content, including, without limitation, any Loss directly or indirectly arising from or relating to any infringement, misappropriation, failure to have all appropriate licenses and/or permissions to utilized, distribute, transmit or deliver Service Content, or any other violation of any intellectual property right in or relating to any Service Content; or (2) any breach by Customer of the representations, warranties, or covenants of Customer in this Service Schedule.

**4.4.2** Depending on Customer’s role associated with Service Content, Customer may be deemed the actual or purported owner, licensee or other applicable rights holder of the select Service Content (“Originator”) or a third party having rights permitted by the Originator to utilize the Service Content (a “Distributor”). Customer represents, warrants and covenants that it (1) will have and will maintain the requisite authority, licenses and/or rights to use, perform, copy, replicate, display, transmit, distribute, create derivative works of (if applicable), redistribute, broadcast, rebroadcast or otherwise disseminate any Service Content (“Distribution Rights”); and (2) such Distribution Rights will include all rights (a) in and to the Service Content necessary for Lumen to perform the Services, and (b) necessary for Customer to authorize Lumen to perform any and all of the foregoing Distribution Rights on Customer’s behalf as necessary to perform the Services (collectively, “Customer Redistribution Obligations”). Customer hereby authorizes and grants to Lumen all the foregoing rights in and to the Service Content necessary for Lumen to perform the Services for Customer under this Service Schedule. Furthermore, where Distributor utilizes Vyvx LCD to acquire certain Service Content and/or replicate or otherwise reproduce such Service Content to more than one subscriber and/or end user (“Replication Rights”), Distributor must (i) secure authorized Distribution Rights, Customer Redistribution Rights and Replication Rights from the Originator, and (ii) acquire one instance of Vyvx LCD for each instance of Service Content Customer intends to acquire, replicate and/or otherwise reproduce. Notwithstanding anything to the contrary in any other agreement between the parties, including the Agreement and confidentiality agreements: (1) Customer agrees that Lumen may disclose to any Originator Customer’s identity and any Distribution Rights claimed by Customer with respect to such Originator’s actual or purported of Service Content, and (2) in the event that an Originator disputes any of Customer’s Distribution Rights delivered in conjunction with Vyvx LCD or any other Services, Lumen and/or such Originator will have the right, in their sole and absolute discretion, to invalidate and/or replace the disputed Service Content with alternate content in conjunction with Vyvx LCD or other Services (“Substitution”) without any breach by Lumen of this Agreement. Lumen will use commercially reasonable efforts to notify Customer in the event of a Substitution provided it receives such notification from the Originator.

**4.4.3 No Vault Service.** While Lumen automatically replicates all Service Content uploaded via any Service provided under this Service Schedule, Service is not a “vault” service and Lumen recommends that Customer maintain a master copy of all Service Content. Lumen will have no liability for any claims relating to the destruction, loss, security or corruption of Service Content.

**4.5** Customer understands and acknowledges the Services are not designed to any specific security requirements and are not suitable for regulated content, including the transmittal or maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other personal or sensitive information. Customer warrants and represents that it will not use the Services to maintain, transmit or store protected health information. Customer will defend Lumen and its affiliates from and against any and all Loss(es), including settlement costs, resulting from or arising out Customer use of the Service for such purpose.

#### **5. Definitions.**

“Authorized Representatives” means Customer’s up to date list of employees and/or contractors who have authorized access to Customer Equipment at a Teleport.

“Base Broadcast Fiber Video Delivery Service” collectively refers to Vyvx® Occasional Use Video Service (“OU Service” or an “Event”) or Vyvx® dedicated or full-time Video Service (“Full-Time Service”).

“Beginning Demarcation Point” is the point at which Lumen obtains control of Customer’s signal for transmission.

“Commitment Obligation” means a minimum revenue, hours or usage commitment, as identified on the Order.

“CPE” means equipment owned, leased or licensed and maintained by Lumen or its vendors (i.e. routers, switches, video network adaptor units, video encoders or decoders, cabling, and ancillary telecommunications gear) and associated firmware or related software.

“Customer Equipment” means equipment and/or other materials, including applications, systems and software that Customer is solely responsible for selecting, supplying, installing, operating, and maintaining in order to receive the Service.

“Customer Premises” means either a Customer owned and operated location or a Customer’s end user’s premises as designated by Customer.

“Ending Demarcation Point” is the point at which Lumen relinquishes control of Customer’s signal having already transmitted it.

“Excused Outage” will also mean, for purposes of this Service Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the applicable Service Level, for (a) the acts, inactions or omissions of Customer, its employees, contractors or agents or its end users, including failure to timely provide approvals or consents or failure to comply with Customer responsibilities to the extent it results in degradation or failure of Service(s) or inability of Lumen to contact Customer; (b) failure or malfunction of Customer Equipment; (c) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (d) Lumen’s lack of access to the Customer Premises where reasonably required to restore Service; (e) Customer’s failure to release the Service for testing or repair and/or continuing to use the Service on an impaired basis; (f) improper or inaccurate network specifications or topology provided by Customer or changes without notice to Lumen; (g) Customer is in breach of its obligations under the Agreement or this Service Schedule; (h) the failure of power, the public internet, or insufficient or unavailable connectivity not provided by Lumen, including the failure of the cable or physical connection(s) that connect the CPE to minimum point of entry at the Customer Premises; (i) the failure of third party services (including but not limited to third party Teleport or Transponders); (j) interference from third party transmission or usage and sun transit outage and rain fade; (k) equipment failures at the signal acquisition point where redundant equipment is not included in the architecture; (l) Local Access Service; (m) third party content or technology, designs or instructions; or (n) unsupported system configurations, devices and platforms to the extent it results in degradation or failure of Service(s).

“Global Events” means a custom-built video transmission solution that supports specific events. The Global Events solution includes (but is not limited to) compression, frame rate conversion, audio remapping, and video recording.

“Local Access” means local access service either provided by Lumen (“Lumen Local Access”) or a third-party provider on Customer’s behalf (“Third Party Local Access”). Local Access may also be referred to as Video Local Access in other Service-related documents.

“Managed Video Network Service” or “MVNS” enables connectivity (via a circuit(s) provided by Lumen) for the aggregation and transmission of certain video and data services between a Customer Premises and the Lumen POP.

“Portal” means the access to a network graphical interface provided by Lumen or its affiliates and utilized by Customer in conjunction with the Service.

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

“Reservation” means an order placed by Customer by contacting the Vyvx Network Operations Center by phone, email or through the Portal.

“Reservation Confirmation” means Lumen’s acceptance of any Order or Reservation, as evidenced via a verbal or written communication (which may be provided through the Portal) that includes details confirming start and end time and other technical details as may be required.

“Satellite & Teleport Service” utilizes a Teleport for the uplink or downlink of Customer’s signal to/from the Teleport and to/from either a Customer provided or Lumen provided Transponder.

“Service Content” means content provided, distributed, received, transmitted or delivered by, from, to or for Customer through or in connection with Services.

“Teleport” means either individually or collectively Lumen owned and operated teleports or third party owned teleports.

“Transponder” means a space segment on a satellite(s).

“Transport Stream Backup” an optional add on feature, is a redundant video transmission service that increases Service availability by switching to the healthiest transmission path based on network metrics.

“Trial Period” means a try and buy model where Customer, may for the time period identified in the Order, evaluate the Services. A trial as defined here may also be referred to as a POC. The “Service Term” will automatically commence upon expiration of the Trial Period or as specified in the Order.

“Venuenet” may include a combination of video transmission and telephone access as specified in the Order.



"Venuenet Lite" may include a combination of video transmission, video encoding, telephone access, and internet as specified on the Order. Venuenet Lite is designed for smaller venues.

"Venuenet+" may include a combination of video transmission, high quality JPEG video encoding, internet, ethernet private line, and telephone access as specified in the Order.

"Vyvx<sup>®</sup> Internet Transport" or "VyvxIT" aggregates and transmits video services between a specified Customer Premises to another Customer Premises connected to the Internet via a public Internet connection or via Internet services provided by a Lumen affiliate under separate terms and conditions.

v1.092123