



Contract Number

24 677

SAP Number

Innovation and Technology Department

Department Contract Representative	Jeremiah Thomas
Telephone Number	909-388-0641
Contractor	Lumen Technologies, Inc.
Contractor Representative	Carol Edwards
Telephone Number	714-425-0161
Contract Term	7-1-2024 through 6-30-2029
Original Contract Amount	\$2,940,000
Amendment Amount	N/A
Total Contract Amount	\$2,940,000
Cost Center	1200704020, 1200804020

Briefly describe the general nature of the contract: Contract with Lumen Technologies Group, including non-standard terms, for countywide telecommunication services, in an amount not-to-exceed \$2,940,000, retroactive for the period of July 1, 2024 through June 30, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Supervising Deputy, County Counsel

Date

7/9/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP** ("Lumen") and **SAN BERNARDINO COUNTY** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

1. **Term.** The term of the Agreement will commence on July 1, 2024 and expire on June 30, 2029 ("Agreement Term"), unless earlier terminated in accordance with the Agreement.
2. **Service.** Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement.
 - **ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, ETHERNET LEASED LINE AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)SERVICE SCHEDULE**
 - **LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE SCHEDULE**
 - **LUMEN ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE**
 - **CENTURYLINK MASTER SERVICE AGREEMENT DOMESTIC VOICE SERVICE EXHIBIT**
 - **LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE**
 - **LUMEN ELYNK SERVICE SCHEDULE**
 - **LUMEN WAVELENGTH LEASE SERVICE SCHEDULE**
 - **INTERNET SERVICES SERVICE SCHEDULE**
 - **LUMEN SOLUTIONS AND SERVICES SCHEDULE**
3. **Order(s).** Customer may submit requests for Service by email ("Order"). The parties will discuss and mutually agree upon the process for submitting requests for service via email upon execution of the agreement. The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, a Service Term will begin when Lumen notifies Customer that Service is provisioned ("Service Commencement Date"). Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by provisioning the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.
4. **Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:
 - 4.1 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) any applicable third-party termination charges for the canceled Service; (2) one month's monthly recurring charges ("MRC") for the canceled Service; (3) the non-recurring charges ("NRC") or waived NRC for the canceled Service; and (4) Lumen's out-of-pocket costs (if any) incurred to provide the canceled Service.
 - 4.2 Customer may terminate a specified Service after the Service Commencement Date upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining MRCs for months 1-12 of the Service Term; (3) 50% of the remaining MRCs for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any applicable third-party charges and Lumen's out-of-pocket costs (if any) regarding the Service. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.
5. **Scheduled Maintenance.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance outside business hours.
6. **Local Access.** Lumen may re-provision any local access circuits from one Off-Net provider to another, to Lumen On-Net service, or from Lumen On-Net service to an Off-Net provider, and such changes will be treated as scheduled maintenance. Also, Customer will cooperate with Lumen, including changing demarcation points and/or equipment and providing necessary Letter(s) of Agency regarding circuit grooming or re-provisioning. If Customer provides the local access services used in connection with Lumen provided Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), and (2) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. "Off-Net" is defined as Lumen procured Service not originated and terminated entirely on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as Service originated and terminated entirely on the network owned and operated by Lumen and its affiliates.
7. **Service Levels.**

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7.1 Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. "Excused Outages" means scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

7.2 Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/contact-us.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

8. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to the Service Commencement Date for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

9. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 10.1 (Damages Limitations) and 7 (Service Levels), pursue any remedies it may have at law or in equity.

10. Liabilities and Disclaimers.

10.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

10.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

11. Billing and Payment.

11.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, billing will commence on the Service Commencement Date. If Customer notifies Lumen within three days after the Service Commencement Date that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC for each day the Service did not function properly. If Lumen cannot provision Service due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

11.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 45 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

11.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income, and those taxes from which Customer is exempt by law, including Federal excise taxes. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

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11.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.

11.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect provisioning of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased provisioning costs on to Customer. If Lumen does so, Customer may terminate the affected Service without termination liability upon notice to Lumen delivered within 30 days of the cost increase taking effect.

12. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

13. Acceptable Use Policy and Data Protection. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably change this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

14. Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 9.19(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

15. International Services. 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).

16. General Terms.

16.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

16.2 Assignment and Use of Service. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

16.3 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service provisioning and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

16.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Requests for disconnection of Service (other than for default) must be submitted to Lumen according to Lumen's Disconnect Policy at <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.lumen.com/login/> or via Email at: billing@lumen.com. Customer's failure to follow this process and/or provide complete

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information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

16.5 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

16.6 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent, except a party may use the other party's company name and logo to identify the other party as a customer or service provider of a Service, as applicable.

16.7 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's provisioning or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s).

16.8 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

16.9 Indemnification and Insurance. Lumen will, at its own expense, indemnify, defend, and hold harmless Customer against any claim, demand or suit made or brought against Customer by a third party alleging that any use of Lumen Service as allowed under this Agreement infringes or misappropriates the valid United States patent rights of a third party issues or in effect as of the Effective Date or any other third party intellectual property or proprietary rights and Lumen will pay any costs incurred by Customer, including but not limited to settlement or any damages finally awarded against Customer. Lumen will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product unless authorized by Lumen, (b) any modification of the Services made by any party other than Lumen, (c) use by Customer other than the then-current unaltered release of any software used in the Services, (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement and all service product documentation provided by Lumen, (e) services for which Customer controlled the design of such services or (f) Customer supplied content, data, or other information. Customer will use reasonable efforts to notify Lumen promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve Lumen of its obligations only if and to the extent that such delay or failure materially prejudices Lumen's ability to defend such lawsuit or claim. Customer will give Lumen sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that Lumen may not settle the claim or suit absent the written consent of Customer unless such settlement (i) includes a release of all claims pending against Customer, (ii) contains no admission of liability or wrongdoing by Customer, and (iii) imposes no obligations upon Customer other than an obligation to stop using the Services that are the subject of the claim. If any Lumen Service becomes, or in Lumen's reasonable opinion is likely to become, the subject of a claim of infringement, Lumen will, at its option: (j) procure for Customer the right to continue using the applicable Service at no additional cost to Customer; (k) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by Lumen, terminate provision of the affected Service and refund any prepaid fee for the affected Service. Any third party system or equipment or software that is not provided by Lumen as part of the Services under this Agreement shall not be subject to Lumen's infringement or misappropriate indemnity. The Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement. Without in anyway affecting the indemnity herein provided and in addition thereto, Lumen shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.

16.10 Iran Contracting Act. In accordance with Public Contract Code section 2204(a), Lumen certifies that at the time the Agreement is signed, Lumen is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as

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defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Lumen is cautioned that making a false certification may subject Lumen to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

16.11 Executive Order N-6-22, Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Lumen is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. Lumen shall be provided advance written notice of such termination, allowing Lumen at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Customer and without penalty to Customer.

16.12 Campaign Contribution Disclosure. Lumen has disclosed to Customer using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Lumen's proposal to Customer, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Lumen acknowledges that under Government Code section 84308, Lumen is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Lumen will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Lumen or by a parent, subsidiary or otherwise related business entity of Lumen.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN
TECHNOLOGIES GROUP**

Steve Arneson

Steve Arneson (Jun 18, 2024 14:06 CDT)

Authorized Signature

Name Typed or Printed

Title

18/06/24

Date

SAN BERNARDINO COUNTY

Dawn Rowe

Authorized Signature

Dawn Rowe

Name Typed or Printed

Chair, Board of Supervisors

Title

JUL 23 2024

Date

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD



Lynn Monell
Clerk of the Board of Supervisors
San Bernardino County

By

Deputy

ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, ETHERNET LEASED LINE AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE) SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), Ethernet Leased Line (ELL), or Ethernet Virtual Private Line (EVPL) Service (the "Service(s)"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay all charges for the Service. 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. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Ethernet Line Service (E-Line). E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 3.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

2.2 Ethernet LAN Service (E-LAN). E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 3.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

2.3 Ethernet Access Service (E-Access). E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 3.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

2.4 Ethernet Private Line (EPL). Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration.

2.5 Ethernet Virtual Private Line (EVPL). Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS.

2.6 Ethernet Leased Line (ELL). In certain locations where Lumen does not have On-Net Service, Lumen may choose to a) arrange ethernet Services using third party providers; or b) procure ethernet Services from third party provider(s) on Customer's behalf (Ethernet Lease Line). Ethernet Leased Line is a point-to-point circuit that can traverse between any two UNIs, can be configured as a virtual private service, and will be delivered completely Offnet by third party providers. Customer understands and acknowledges that Ethernet Leased Line is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Ethernet Lease Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Ethernet Leased Line Service to enable installation, maintenance, repair, and disconnection of Services.

2.7 Services from Others. Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen's charges assume that Off-Net service: (a) will be available from Lumen's selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

2.8 Service Levels. Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change. If Lumen changes the Lumen Service Level Agreement

and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Definitions. The following terms are defined for the purposes of this Service Schedule:

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

Customer Commit Date - The date by which Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of a Customer Order.

End-to-end or E2E and includes the On-Net and Off-Net access components of Services taken together.

Ethernet Virtual Connection (EVC) - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

EVC/OVC Type - a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

On-Net - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are "Off-Net".

Operator Virtual Connection (OVC) – Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

Protected - Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

Unavailable/Unavailability - Ethernet port (or the Service directly associated with such port) downtime.

User Network Interface (UNI) / Wholesale User Network Interface (W-UNI) - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

Virtual LAN (VLAN) - A logical separation of network elements.

LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE SCHEDULE

1. General. This Service Schedule forms part of the Master Service Agreement between Lumen and Customer ("Agreement") and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer under this Service Schedule.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the 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. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over Lumen's MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together "Customer Sites") through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN ("SNLAN") allows multiple Customer locations to interconnect within a single Lumen-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.

2.2 Additional Features. Additional features and functionality may include:

a. Enhanced Reporting. Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer's location, Enhanced Management will be included with Customer's MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

b. Class of Service (CoS). Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If an Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the committed information rate or peak information rate.

c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access, Lumen provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

2.3 Additional Services. The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

a. Lumen Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

b. Lumen Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order Enterprise Voice SIP Based Service for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management ("APM") which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").

d. Managed Network Services. As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Managed Security Services. As an additional Service offering and if available, Customer may separately order certain managed security services ("MSS") which may be available as a cloud-based (MSS-Cloud) solution.

2.4 On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.5 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Lumen Enterprise Voice SIP Based Services (either combination is referred to as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

3.2 General Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer will (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures which seek to promote a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

4. Reserved.

LUMEN ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE

1. General. This Service Schedule applies to the SIP-based provisioning of Enterprise Voice Services ("Services") and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen") provides services to Customer (the "Agreement"). This Service may be referred to as Voice Complete, SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service ("IFN" and "UIFN"), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services. The Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use within such enterprises. These Services may not be resold or bundled into Customer's offerings for sale to Customer's customers. Telephony equipment and applications are not provided as part of the Service and are Customer's responsibility, including but not limited to handsets, phone sets, key systems, PBXs, IP PBXs and server based applications.

2.1 Voice Complete is the SIP-based provisioning of inbound local calling and toll free/freephone capabilities and outbound local, domestic, national, and international calling capabilities. Customers use concurrent call paths ("CCPs") each of which enables a single call to be carried across the network. CCP capacity provided in association with Voice Complete can be used in a shared manner across multiple Customer locations.

2.2 VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number ("IFN") and universal international free numbers ("UIFN"), international local inbound ("ILI"), optional SIP call transfer capability ("SIP Refer"), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

2.3 FlexVoice provides up to 50 CCPs. It can only be provisioned in the United States for inbound local, toll free calling capabilities, outbound local, and long distance calling.

2.4. Third Party Access Provided by Lumen. Lumen provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer's use in connection with the Service provided under this Service Schedule. Where Customer's usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
T-1	30,000 minutes per month	\$300
E-1	30,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If Lumen notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Lumen for any early termination fees levied on Lumen by the third party provider of that local access circuit.

2.5 Voice Complete and SIP Service.

(i) Mobility Feature Pack. Subject to the limitations described in this Service Schedule, and subject to availability, Voice Complete Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone number may originate and receive calls when away from the primary service location, as though they were physically present on the corporate LAN/WAN. For telephone numbers with Mobility Feature Pack provisioned, end users can utilize such mobility capabilities from locations with functioning broadband Internet access and PSTN telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two-way telephone use, respectively, are included in the Mobility Feature Pack and can be used to support switched based toll-free/freephone service.

(ii) Access to Emergency Response Services.

LUMEN ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

(a) **Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Lumen does not store Registered Location information and relies upon information provided in the Lync 911 call flow as a result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will make available labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIPSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.* Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

(b) **Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL BE RESPONSIBLE FOR ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION); AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

2.6 Toll Free/FreePhone Service, VoIP IFN and UIFN Service.

(i) **Ownership of Telephone Numbers.** Lumen is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Lumen). Customer will be responsible for any third party claim related to or arising out of any such change (or request for such a change).

(ii) **Porting, Number Availability and Other Restrictions.** Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section will not relieve Customer of its obligations under any Commits. Lumen does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Lumen may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Lumen. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30)

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days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) will not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Lumen, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Lumen to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Lumen until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Lumen.

(iii) **Multiple Carrier Routing for US Toll Free Numbers.** Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Lumen and another carrier, Lumen will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Lumen received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

2.7 Service Levels.

The following Service Levels apply only if Customer is the end-user of the Service and purchases either Lumen Internet or Lumen IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, specifically with Lumen MPLS Services or Lumen Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.

A. Availability Service Level. The Availability Service Level for this Service is 99.9% per month for Lumen Internet Service use and 99.99% for Lumen IP VPN use. Service is considered "Unavailable" if Customer is unable to initiate outbound or receive inbound calls for reasons other than an Excused Outage. An Unavailability event is measured from the time Customer opens a trouble ticket with Lumen until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge ("MRC") for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

Internet - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:43:00	0%
00:43:01 - 02:00:00	5%
02:00:01 - 04:00:00	15%
04:00:01 +	25%

IP VPN - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:05:00	0%
00:05:01 - 04:00:00	5%
04:00:01 - 08:00:00	15%
08:00:01 +	25%

B. Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 2.7A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

3. Customer Responsibilities.

3.1 Rates, Charges, and Commitments.

A. General. Customer will pay the rates and charges for the Services, including but not limited to monthly recurring charges ("MRCs"), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges ("NRCs") as set forth in a rate sheet, as the same may be changed as set forth in this Service Schedule (the "Rate Sheet"). If Customer is not provided a rate

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for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Lumen's standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services are captured in the Rate Sheet as ancillary fees or feature charges. The Term identified in the Rate Sheet is the "Service Term" for such Services. Notwithstanding anything to the contrary in the Agreement, billing and Service Term for the Services will commence upon the earlier of the Connection Notice or Customer's use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and will pay for billable usage and the full quantity of associated utilized MRC-based Services.

National calls may be billed on a usage basis as measured (per minute or increment) or per call, as set forth in the Rates. Such calls may also have a call minimum charge, which means Customer will be charged the higher of the call minimum charge or Customer's actual per minute charges per call.

Usage charges are based on actual usage of Service based on a call duration that begins when the called party answers, as determined by answer supervision, and ends when either party disconnects the call.

Some pricing plans may provide for zero-rated usage for calls that originate and terminate between Customer's enterprise locations which are included under a dedicated pool of CCP capacity ("Intra-enterprise") as identified on the Rate Sheet or Order.

SIP Refer calls may be billed for 2 call flows (inbound and outbound).

If Customer redirects IFN or UIFN calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Rate Sheet.

If set forth in the Rate Sheet, a Call Minimum Charge means the minimum charge per call that Customer will incur regardless of the lesser number of actual minutes/seconds. Customer will be charged for the higher of the Call Minimum Charge or Customer's actual per minute call duration

In addition to such minimum commitments as stated in this Service Schedule or in the Agreement, the Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or "MUG") which will be set forth in the Rate Sheet(s) and/or Customer Order(s). For such Service(s) with a minimum commitment ("Committed Service"), commencing on the first full billing cycle following the Ramp Period (defined below) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the "Revenue Commitment"). "Aggregate VRC Charges" will mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment. The Revenue Commitment is a take-or-pay commit: Customer will pay the higher of (i) Customer's actual invoiced Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but will be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes of this Service Schedule, the "Ramp Period" will mean the period commencing on the Service Commencement Date and expiring on the date of the second Lumen invoice for which the Service is billed.

B. Voice Complete Pricing Plans. Voice Complete pricing is Concurrent Call Path (CCP) based. Customers subscribing to the Service will select either the 1) standard plan, CCP + measured (rate per minute, call minimum, call set-up for all usage), or 2) a CCP plan that includes up to pre-defined number of minutes of national usage to a subset of pre-defined destinations per CCP. CCP Plan minutes will be aggregated across all CCPs, providing Customer with one pool of minutes. CCP plans which include a pre-defined number of minutes will be charged in accordance with the rates in the Rate Sheet for any calls in excess of such minutes. Any unused minutes will not carry over to the next month. If an optional pre-paid minute plan ("PPM Plan") is available and ordered by Customer, Customer may purchase, in advance, a bucket of minutes to a pre-defined set of destinations. For billing purposes, should Customer order both a CCP Plan inclusive of minutes and a PPM plan, Lumen will first decrement the CCP Plan minutes and then the PPM Plan minutes. Lumen reserves the right to add destinations to the CCP or PPM plans or modify or remove CCP Plans or PPM Plans because of regulatory and/or 3rd party cost changes, with 30 days' advance written notice.

C. Surcharges. In addition to taxes, fees and surcharges set forth in the Agreement, Rate Sheet and/or Order, Customer agrees to pay the following surcharges, where applicable, in connection with the Services:

Short Duration Call Surcharge. For any Service provided under the North American numbering plan (NANP), if the average call duration as determined over a billing month for Customer's (i) outbound calls is less than 30 seconds or (ii) toll free calls is less than 90 seconds, then an additional charge of .01 per call will be applied to all outbound long distance and toll free calls in that billing cycle month. For the purpose of this provision, average call duration will be calculated by dividing the aggregate duration of all calls of a particular Service type (i.e. long distance or toll free) by the total number of calls of that type under a specific billing account during the billing cycle month.

PIC Long Distance Service Charges. For SIP and FlexVoice Services provided under the North American Numbering Plan ("NANP"), Customer will pay the following PIC Long Distance Service charges, as applicable:

LUMEN ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE

i. Unauthorized PIC Change. An unauthorized carrier change charge as defined on the Rate Sheet may be applied to each primary interexchange carrier ("PIC") change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Lumen.

ii. PIC Change Charge. Lumen may elect to assess Customer a PIC change charge if an end user's automatic number identifier ("ANI") is changed from one interexchange carrier ("IXC") to another.

iii. Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC"). Lumen may assess Customer a carrier line charge for lines moved from an IXC to Lumen.

3.2 Rate Changes and Termination Right.

A. Rate Changes. Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Lumen to Customer. Lumen may send to Customer a notice changing rates, charges or other pricing terms as set forth in this Service Schedule, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth in this Section (a "Rate Change Notice"). Customer must ensure that Lumen has Customer's most recent e-mail address for purposes of Rate Change Notices as Lumen will use the email address in Lumen's records for the Rate Change Notices. The rates or changes set forth in such Rate Change Notifications will take effect as stated in this Service Schedule but no sooner than 30 days following such Rate Change Notice.

B. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule **without** obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Lumen in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

3.3 Scope of Lumen Agency. In the provisioning of telephone numbers and/or in porting activities, Lumen is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

3.4 Restrictions.

A. No Resale. Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Lumen, no less formal consent will be binding.

B. No Non-Conforming Uses. The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a "Non-Conforming Use". In addition to Lumen's other default rights, in the event of a Non-Conforming Use, Customer will be liable for the difference between the rates for conforming use and the higher rates which Lumen would have applied for Non-Conforming Use. In addition, if in Lumen's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Lumen may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Lumen, Lumen reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer will remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term on the Rate Sheet. Customer will be responsible for any claims arising as a result of any Non-Conforming Use.

3.5 Traffic Integrity. Customer will not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Lumen's request, Customer will certify in writing its continued compliance with this Section.

3.6 Fraudulent Calls and Unsupported Calls. Customer will be responsible for paying Lumen for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Lumen may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Lumen's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer will notify Lumen as soon as possible at +1-800-348-5457 or FraudOperationsNA@centurylink.com.

4. Reserved.

LUMEN ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE

ATTACHMENT A WARNING LABELS (US)

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

CENTURYLINK MASTER SERVICE AGREEMENT DOMESTIC VOICE SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink will provide domestic Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Access Arbitrage" is the use of a scheme, device or any other means to exploit or benefit from the difference between the rates for Voice Services provided by CenturyLink and the originating or terminating charges imposed by the Local Exchange Carrier ("Access Arbitrage"). Examples of Access Arbitrage include: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system such that the percentage of high cost minutes routed to CenturyLink using the Service is more than 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

"Net Effective Rate" means the rates less the Custom Discount. Net Effective Rates are subject to change if there is a change in the underlying rates and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

2. Service.

2.1 Description. Voice Service consists of domestic Long Distance, domestic Toll Free (including features), domestic Virtual Network Service ("VNS"), domestic worldcard®, and domestic Directory Assistance Services. Domestic Long Distance Service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free service is also available through switched or dedicated facilities. CenturyLink is required by the Federal Communications Commission ("FCC") to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: (c) the standard option includes CenturyLink's trademarks and telephone number; (d) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and (e) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer shall be responsible for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed in the pricing document provided to Customer, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected

CENTURYLINK MASTER SERVICE AGREEMENT DOMESTIC VOICE SERVICE EXHIBIT

misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

2.2 Domestic IP Voice. Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free Outbound TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed toll-free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with Toll Free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound Toll Free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll-free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

3. Compliance.

3.1 Access Arbitrage. If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

3.2 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

4. Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

5. Charges. Customer will pay all applicable rates and charges for the Services and features set forth in the pricing document CenturyLink provides to Customer as part of the Agreement or an amendment to the Agreement. The Services and features are usage-based. If Customer uses a Service or feature for which CenturyLink has not provided the rates, Net Rates, or Net Effective Rates in a separate document, then Customer will pay the applicable Tariff, RSS, or ISS rates and charges for the subject Service or feature. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates, Net Rates, and Net Effective Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+), except where otherwise noted on the pricing document provided to Customer. Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC.

**CENTURYLINK MASTER SERVICE AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

6. Other Terms.

6.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

6.2. Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause, then Customer will pay any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

6.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

6.5 Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

6.6 Acceptable Use Policy and Use of Service. CenturyLink may also terminate the Domestic IP Voice Service for Cause under this Section where Customer's use of the Domestic IP Voice Service: (a) is contrary to the AUP, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

6.7 Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) constitutes an impermissible traffic aggregation or Access Arbitrage, (b) avoids Customer's obligation to pay for communication services, and (c) violates the use of Service terms or compliance terms applicable to the Service. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

6.8 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the

CENTURYLINK MASTER SERVICE AGREEMENT DOMESTIC VOICE SERVICE EXHIBIT

telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

6.9 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

LUMEN CLOUD COMMUNICATIONS SERVICE SCHEDULE

1. General. This Service Schedule applies when Customer orders Lumen Cloud Communications Service ("Service"). This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). "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. 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 Service. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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 Form, or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Service Description. Service is a cloud communications platform that provides real-time two-way voice communication over an established internet connection. Additional voice collaboration features are included based on selected package type. Specialty Lines package integrates Customer's existing dedicated business lines and data systems with the Lumen Cloud Communications platform. In addition to the Service, Customer may also purchase IP handsets and accessories ("IP Device(s)") from Lumen, subject to availability.

2.1 Packages.

(a) Essentials Package. The Essentials package allows the end user to make and receive voice calls and includes standard telephony features.

(b) Plus Package. The Plus package includes the call capabilities and telephony features of the Essentials package as well as access to a soft client. "Soft Client" means software for an IP enabled device that allows Customer's end users to make and receive calls on that device.

(c) Premium Package. The Premium package has the call capabilities and telephony features included in the Plus package in addition to access to collaboration features including instant messaging, team workspaces and audio/video conferencing.

(d) Specialty Lines Package. The Specialty Lines package ("Specialty Lines") supports traditional lines which may include voice, fax, and special use lines such as security and alarm systems, gates and elevators, and tertiary data systems. Specialty Lines includes unlimited local and domestic long distance, e911 services, data plans, and management and monitoring services. Lumen provides equipment as part of the Specialty Lines package, which includes an analog adapter ("ATA"), power supply ("UPS") and failover LTE router ("LTE Router"). Data plans are pooled across all Customer locations. On-site installation and site survey charges are included. Overage charges may apply.

(e) Data-Only Package. For certain locations and subject to availability, Customer may purchase the data-only package ("Data-Only"), which includes the LTE Router, data plan, on-site installation, site survey and 24x7 management and monitoring services. Data-Only does not include the ATA, UPS, e911 Service, nor does it support inbound or outbound call capability. The data-only package is provided "as-is" and is intended as failover only. When purchasing Data-Only, Customer acknowledges and agrees that Customer will not use the Service, in entirety or in part, in critical, national defense applications without Lumen's prior written consent. Lumen is not responsible for the inability to access e911 emergency services. Customer further acknowledges and agrees that Lumen is not responsible for any alleged interference with alarm or medical monitoring signals including critical life support applications or any failure of alarm or medical monitoring signals to reach their intended monitoring stations allegedly resulting from Customer's use of the Data-Only package. Customer understands and agrees that Customer has no contractual relationship whatsoever with the underlying wireless provider, its affiliates, or contractors.

2.2 Local and Outbound Domestic Long Distance Service. Local calls and domestic long distance are included in the Essentials, Plus and Premium packages.

2.3 Service Levels. Service is subject to the Lumen Cloud Communications Service Level Agreement ("SLA"). The SLA is posted at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen reserves the right to amend the SLA effective upon posting to the website or other notice to the Customer. Customer will not be entitled to SLA remedies if Service fails to meet a Lumen SLA due to a failure, malfunction, or insufficiency of internet access, IP devices, or any other services, facilities, and components relating to Service, including without limitation customer environment. Internet access and IP devices are not included in

the SLA measurement. The SLA remedy is Customer's sole remedy for nonperformance, outages, failures to deliver or defects in Service. SLA remedies will not be available for Excused Outages. Excused Outage is defined in the SLA.

2.4 Professional Services. Lumen also provides professional services, including but not limited to, project management, process development, process documentation, equipment monitoring, consulting, provisioning and installation support, the charges for which will be further specified in the Order. Customer acknowledges that the successful and timely provision of Services and any applicable work product will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with Lumen by, among other things: (a) providing Lumen with all information reasonably required in order to provision the proposed Services and work product, if applicable; and (b) making Customer personnel and appropriate development time on Customer's systems available to Lumen, so as to permit Lumen to provide the Services and work product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Customer's business. For Specialty Lines Service, Lumen will coordinate dedicated Service activations with Customer vendors including, but not limited to, fire, elevator, and/or security technicians responsible for the maintenance and management of the respective Customer systems.

2.5 Customer Premise Equipment "CPE".

2.5.1 CPE Replacement. CPE is the personal property of Lumen or its supplier. Notwithstanding that, the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided in this Service Schedule and will hold the CPE subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell, transfer, or otherwise dispose of CPE, (b) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the CPE at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the CPE to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; and (e) make no alterations or affix any additions or attachments to the CPE, except as approved by Lumen in writing. Customer must initiate a support request for replacement of defective CPE. If Lumen determines the defect is not caused by Customer, Lumen will issue replacement CPE subject to the supplier's warranty process. If on-site maintenance is not available and Customer requires on-site assistance from Lumen to install the replacement CPE, an additional dispatch charge will apply. Lumen will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

2.5.2 CPE Return. Upon termination of the Service, Lumen will provide Customer with instructions on return of CPE. Customer will either (i) deliver CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the CPE. CPE must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver CPE to Lumen, Customer must give Lumen written notice of such return. If CPE is not delivered to Lumen within 60 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and Lumen may invoice Customer the then-current value of the applicable CPE model. If the return instructions provided to Customer state that Lumen or its supplier will retrieve the CPE and Customer fails to provide Lumen with reasonable access to Customer's premises within ten (10) calendar days of termination, Lumen may continue to charge for the Service. Where CPE is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the cost for the damaged CPE, and (ii) a one-time charge to cover Lumen's cost to ship the new CPE.

2.5.3 IP Devices. Lumen will provide IP handsets and accessories ("IP Devices") as part of the Service where Customer purchases the Essentials, Plus, or Premium package. The provisions above related to CPE will govern Customer's use of the IP Devices. All Lumen-provided IP Devices and any software associated with any IP Device which is necessary to use the Service is subject to all applicable terms and conditions set forth by the manufacturer or publisher, available upon request, including but not limited to, any end-user license agreements, warranties, and return material authorization policies. Installation for IP Devices may be purchased separately for a one-time NRC. Should Customer utilize IP Devices not provided by Lumen, Customer hereby releases Lumen from any and all liability relating in any way to those IP Devices.

(a) IP Device Purchase Option. Customer may elect to purchase the IP Devices from Lumen, in which case the charges for the IP Devices will appear as a one-time non-recurring charge ("NRC") in the Order. If Customer elects to purchase the IP Device, Customer understands and agrees that Lumen is not responsible for any maintenance or management of IP Devices utilized by Customer in association with Service.

(b) If Customer elects to purchase the IP devices from Lumen, Customer understands all sales of IP Devices to Customer by Lumen in association with the Service are final. Customer will pay all applicable shipping charges for the IP Devices. Ownership and all risk of loss of IP Devices except damage caused by Lumen, its agents or subcontractors, will transfer to Customer when the IP Devices ship from the manufacturer. Lumen will invoice Customer for IP Devices upon delivery confirmation. Unless and until Customer pays Lumen in full for any IP Devices, Customer (1) grants to Lumen a continuing security interest in such IP Devices, including additions, replacements, and proceeds; (2) authorizes Lumen to file a financing statement with or without Customer's signature, and (3) will not transfer the IP Devices or change its name or organizational status except upon at least 30 days prior written notice to Lumen. IP Devices are sold on an "as-is and where-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose. Lumen will pass through and assign to Customer all applicable warranties provided by the manufacturer or vendor of the applicable IP Devices.

3. Customer Responsibilities.

3.1 Rates, Charges. Customer will pay the rates and charges for the Services, including but not limited to monthly recurring charges ("MRCs"), usage charges and associated billing increments, and non-recurring charges ("NRCs") as set forth in an Order or rate sheet (the "Rate Sheet"). If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Lumen's standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services are listed in the Rate Sheet as ancillary fees, optional charges or feature charges. The term identified in the Rate Sheet or Order is the "Service Term" for such Services. Notwithstanding anything to the contrary in the Agreement, the Service Commencement Date will be the date upon which the Connection Notice is delivered for each individual Customer site listed in the Order.

3.2 Cancellation and Termination Charges. If Customer cancels an Order for Service prior to the delivery of a Connection Notice, cancellation charges will apply. If Customer terminates all Services at a Customer site prior to the expiration of the Service Term for that location, or if all Services at a Customer site are terminated by Lumen as the result of Customer's default, Customer will pay early termination charges as set forth in the Agreement for the maximum number of Services ordered at that location. For Specialty Lines, if Lumen performs a site survey and determines that additional work is required, Lumen will inform Customer of the additional charges associated with the additional work. If Customer does not expressly agree to the additional charges, the Order will be deemed cancelled and the Customer will pay Lumen's standard cancellation charges including any out-of-pocket costs incurred during the site survey.

3.3 Site Conditions. Customer is responsible for ensuring that its Customer data, network/equipment and premise environment ("Customer Environment") is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment re-configuration may impact the Service. Lumen has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. Customer will provide Lumen and/or its representative access to the Customer premises to the extent reasonably determined by Lumen necessary to support the Service and Customer will cooperate with any third-party approved by Lumen to assist with provisioning the Service. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

3.4 Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer has no right to transfer any licenses assigned to it in association with the Service in any way. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Schedule. Customer is responsible for fraudulent or unauthorized use of the Service.

3.5 Power Outages; Internet Access, Customer Environment and CPE Failures; Maintenance Work. The Service will not operate (including, without limitation, end users will be unable to access emergency services) if any of the following items fail: (i) power used with the Service; (ii) the internet access used with the Service (including without limitation, failures caused by suspension or termination of the internet access under the terms of that service); (iii) the customer environment; (iv) IP enabled devices used with the Service. Additionally, the Service will not operate (including, without limitation, end users will be unable to access emergency services) while maintenance work is being performed.

3.6 Access. Customer is responsible for providing internet access that is compatible with the Service and meets the minimum speeds necessary to support the Service. Customer will be responsible for troubleshooting all quality of service and connectivity issues including, but not limited to, coordinating with the appropriate internet access provider on outage and quality issues.

3.7 Customer's Use of Third-Party Content. Customer is responsible for all content it uses in relation to the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property.

3.8 Acceptable Use Policy and Privacy Policy. Customer must comply with the Lumen Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html> for Service purchased under this Service Schedule and acknowledge the Lumen Privacy Notice, which is available at <https://www.lumen.com/en-us/about/legal/privacy-notice.html>. Lumen may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers.

3.9 E-Mail Information/Updates. Customer acknowledges and agrees that Lumen or its representatives may contact Customer via e-mail at the e-mail address provided to Lumen when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide Lumen with any and every change to its e-mail address by updating its e-mail address on the <https://www.lumen.com/login/>.

3.10 Additional Customer Responsibilities for Specialty Lines, Essentials, Plus, and Premium Packages.

The provisions included in this section do not apply to the Data-Only package.

3.10.1 Telephone Numbers. Customer must select at least one telephone number ("TN") for use with Service. The TNs may be new TNs or existing TNs that are currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications service and ported to Lumen for use with the Service ("Ported TNs"). Customer is responsible for providing all information necessary for Lumen to facilitate the use of the Ported TNs with the Service. If Customer does not order new TNs from Lumen, and Ported TNs are not ported within 60 days of the request to port TNs for a specific location, Lumen reserves the right to

terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, Lumen may terminate Service and Customer will lose all telephone numbers. There may be limitations to porting telephone numbers between voice service providers. Due to the geographic nature of telephone numbers and the differences with the geographic areas that service providers are authorized to serve, telephone numbers ported or otherwise served by VoIP service providers may not be portable by other voice service providers.

3.10.2 Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using Lumen commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE LUMEN WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY LUMEN; and (b) federal Do Not Call rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

3.10.3 Unsupported Calls. The Service does not support collect or third-party billing. The Service does not support operator services. 900, 976 and/or x11 services (other than 911, 811, 711 and 411 dialing) in all service areas.

3.10.4 Area of use. The Service is intended to be used only at one location that is specified by the Customer as the place of use for a particular TN and is within the United States (not including U.S. territories). Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one location in any other location, unless Customer has requested a change of its Registered Location, and has received approval and the Emergency Services Update Confirmation from Lumen as set forth in the "Use of Service at a Different Location" section below. Emergency calls automatically route to the appropriate emergency response center based upon the Registered Location. The definition of "Registered Location" is found in the "Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations" below. If Customer or an end user tries to use the Service (i) at a location other than a Registered Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (including without limitation, the risk that Customer will not have access to emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service).

3.10.5 Use of Service at a Different Location. Customer may only use the Service at the Registered Location for that TN. Customer must submit a Location change request before using Service at any location other than the Registered Location. Location change request process can be found at <https://www.lumen.com/help/en-us/cloud-communications.html>. Failure to change the location is prohibited and constitutes a misuse of the Service. Such misuse will result in emergency calls being routed to the incorrect emergency response operator based on incorrect address information. To ensure proper routing of emergency calls, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to make emergency calls at another address without following the location address change process.

3.10.6 Access to Emergency Response Services.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

(a) Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Sample labels are attached as "Exhibit A". Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.Lumen.com/legal/HV/QSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.* Customer acknowledges that it

has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

(b) Limitation of Liability.

Limitation of Liability. LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND LUMEN AND ITS AFFILIATES FROM ANY CLAIM, DEMAND, ACTION, OR LIABILITY ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION); AND (ii) THE ACTS AND OMISSIONS OF CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS, THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS. CUSTOMER WILL ALSO PAY ANY COSTS OF SETTLEMENT, DAMAGES, FINES, PENALTIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ASSESSED AGAINST OR INCURRED BY LUMEN IN CONNECTION WITH A CLAIM, DEMAND, ACTION, OR LIABILITY GOVERNED BY THIS PROVISION.

4. Additional Service Limitations and Disclaimers.

The provisions included in this section apply to all package types.

4.1 If Customer experiences Service performance issues at any location, Lumen or its representative will work with customer to isolate the problem. However, Lumen's sole obligation will be to provide IP phone or software client configurations to Customer. Lumen will not troubleshoot voice quality issues associated with internet access that is not provided by Lumen, and Lumen will not work with a third-party internet access provider on behalf of Customer.

4.2 The performance and quality of the Service depends upon the internet access obtained by Customer. Lumen does not guarantee the quality of Service or that Service will perform as described in the Service Schedule. This includes, but is not limited to, placing and receiving calls (including emergency calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

4.3 Regardless of any provisions to the contrary in the Agreement, Lumen will have no liability whatsoever for Service issues at any location related to or caused by the misconfiguration, or failure of the internet access or any equipment of the Customer or internet access provider.

4.4 For Specialty Lines package, Customer understands that registration failure and/or interoperability failure may occur at certain locations and that Lumen does not guarantee interoperability at every location. In the event of registration failure and/or interoperability failure, Lumen will use commercially reasonable efforts to remedy the failure. If such failure persists and Lumen determines in its reasonable discretion that it is unable to remedy said failure, Customer may terminate the Service without incurring early termination charges. This limited termination right will only apply to the specific Customer site where such registration failure or interoperability failure occurs.

4.5 Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Lumen's ability to provide service to Lumen customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Customer will not reverse engineer, decompile, or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or SIM cards or data related to the Service. If Customer's misuse, abuse or modification of the Service, equipment, or network results in a visit to the Customer site for inspection, correction, or repair, Lumen may charge Customer a commercially reasonable site visit fee as well as charges for any resulting equipment or network repair or replacement which may be necessary. Where Customer purchases Specialty Lines, Essentials, Plus, or Premium package, Customer understands the Service cannot be used for autodialing, predictive dialing, chat lines, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for any other uses that result in usage inconsistent with normal usage patterns. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording laws related to Customer's use of a call recording feature, if any.

4.6 Privacy. Lumen, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of the Service to perform maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

4.7 Security. Lumen has implemented reasonable security measures to protect Customer's shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by Lumen used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-Lumen transmission system to transmit or receive data stored on Lumen systems (in any

format, e.g., .WAV files or speech-to-text), Lumen makes no representations regarding the security or compliance of those transmission systems. Lumen is not responsible for the security of those transmissions. Lumen will not assume nor bear any responsibility for determining whether a non-Lumen transmission system is appropriate for transmitting Customer data, or if other security measures are necessary. Any and all security-related issues discovered by Customer must be reported to Lumen within 24 hours of discovery.

4.8 No Resale. Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties.

EXHIBIT A WARNING LABELS (US)

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if
Your broadband/interconnect connection has failed or
is disconnected

Your electrical power is disrupted
The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

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is disconnected

Your electrical power is disrupted
The current location of your handset has not been
registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

LUMEN ELYNK SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Lumen eLink Service ("Service"). "Lumen" is defined for purposes of this Service Schedule as Lumen Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

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. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 This Service is an Ethernet-based offering that enables interconnections with Cloud Providers and to other destinations where one or both of the endpoints are eLink Interfaces. eLink Service includes one or more of the following components, as further defined below:

- eLink Virtual Connection® to a Cloud Provider ("eVC")
- eLink Interconnection® to a Cloud Provider ("eLink Interconnection")
- eLink Interface®

2.2 eVC and eLink Interconnection. eVC is a point-to-point Layer 2 Ethernet service offered between two IEEE-compliant User Network Interfaces (each a "UNI"). One UNI is purchased by Customer and located on Customer's premises and the other UNI (the "eLink Interface®") is located at the premises of, and/or controlled by, a specific application provider or data center ("Cloud Provider"). The demarcation point of each eLink Interface will be the Lumen-designated physical interface located at the Cloud Provider's premises. Customer is solely responsible for obtaining from the relevant Cloud Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect to each eLink Interface and the Cloud Provider's services. eLink Interconnection is a point-to-point Layer 2 Ethernet service offered between two eLink Interfaces. Customer is solely responsible for ensuring its ability to conform to each applicable Cloud Provider's specifications for eVC and eLink Interconnection Services.

The eVC and eLink Interconnection are available in various bandwidth increments ranging between 2Mbps to 10Gbps. The UNI is available as a 100Mbps, 1Gbps, or 10Gbps Ethernet port. Lumen will install a network interface device ("NID") at the premise of each UNI. eVCs may be ordered as a VLAN-based solution with dedicated or shared EVPLs that span between an eLink interface and a UNI or between two eLink interfaces, which is available at a variety of capacities. The available configuration options for eVC and eLink Interconnection Services may vary as directed by the applicable Cloud Provider(s).

eVC or eLink Interconnection Services depend on Lumen's ability to establish and maintain a relationship with the relevant Cloud Provider(s). Customer consents and directs Lumen to provide to the Cloud Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, but not limited to, Customer's name, type and location of interconnection, technical information required to configure the interconnections (such as VLAN), utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Additionally, to the extent that Lumen reasonably believes that disconnection or suspension of the Service is imminent or if the Service is disconnected or suspended, Customer consents to Lumen informing the relevant Cloud Provider. Lumen is not responsible for the technical interoperability of the Cloud Provider's services with the eVC or eLink Interconnection Service. Customer or Lumen may terminate eVC or eLink Interconnection Services without liability in the event that Lumen loses the ability to continue logical or physical connection to the Cloud Provider as directed by the Cloud Provider.

Lumen may, in its reasonable discretion, (i) delay or cancel an Order for Services if the Cloud Provider is unable to timely accommodate the Order, and/or (ii) modify or terminate the affected Service if the Cloud Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Cloud Provider's Service for any reason. Lumen will inform Customer as soon as commercially practicable if this occurs. Likewise, if any such Lumen modification of Service has a material adverse impact on Customer's ability to utilize a Service or increases the pricing, Customer may terminate the affected Service by providing Lumen with no less than 30 days prior written notice. If either Party cancels or terminates a Service as permitted in this paragraph, Customer will not be held liable for cancellation or termination charges associated with the affected Service, and any advance payments associated with such Services will be credited to Customer's account or, if Customer has no other Services from Lumen, returned. The ability to terminate an affected Service without termination liability is Customer's sole and exclusive remedy in the event a Cloud Provider modifies or terminates its arrangement with Lumen.

2.3 eLink Interface®. eLink Interface is an IEEE compliant user network interface ("UNI") that conforms to MEF standards. The eLink Interface is available as a 1Gbps or 10Gbps Ethernet port and may be ordered with a single or dual handoff. A dual handoff gives Customer two ports, one in an active and one in a standby configuration. An eLink Interface may be ordered by Customers who

LUMEN ELYNK SERVICE SCHEDULE

are application providers or data centers, situated at their premises and who are connected via an eVC with an IEEE-compliant UNI ordered from Lumen by third party end users that are customers of both Lumen and Customer (collectively "e-Lynk End Users" and individually "eLynk End User") to create a point-to-point Layer 2 Ethernet service between the two UNIs at a variety of speed intervals. An eLynk Interface also may be connected via an eLynk Interconnection to another eLynk Interface situated at a third party Cloud Provider's premises to provide connectivity between Customer and the Cloud Provider.

Lumen will notify Customer when an eLynk End User desires to connect to the eLynk Interface on Customer's premises. Upon receipt of such notice, Lumen and Customer will work together in good faith to exchange information and consents necessary to enable the eLynk End User to make the desired connection. Lumen will enter into a separate contract with all eLynk End Users for services provided by Lumen and Customer will enter into a separate contract with all eLynk End Users for services provided by Customer.

Without liability, Lumen may hold, delay or cancel pending orders by eLynk End Users due to capacity constraints on the eLynk Interface, acts or omissions of Customer or eLynk End Users, or other factors. The demarcation point of the eLynk Interface will be the Lumen-designated physical interface located in Lumen's space at the Service address identified in an Order.

2.4 Service Levels. Service is subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Customer will separately contract with Cloud Provider for its access to the Cloud Provider. Customer is solely responsible for configuring and accepting from the Cloud Provider the virtual circuit that connects Lumen's circuit to Customer's virtual private cloud with the Cloud Provider. Customer's contractual relationship with the Cloud Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Cloud Provider, nor is Lumen responsible for Cloud Provider's performance of its obligations to Customer, or for Cloud Provider's acts or omissions. Lumen is not responsible to maintain, bill or pay for any service provided to Customer by the Cloud Provider. Similarly, Cloud Provider is not responsible to maintain or pay for the eVC or eLynk Interconnection Service. Any outages or degradation in eVC or eLynk Interconnection Services attributable to the Cloud Provider are deemed Excused Outages.

3.2 Customer consents to Lumen providing certain information about the eLynk Interface ordered to each connecting eLynk End User, including but not limited to Customer's name and location of interconnection, technical information required to configure for interconnection (such as VLAN), utilization rate of the Service, as well as information concerning outages, performance, maintenance activities, and operational status of the Service.

3.3 Customer agrees to use commercially reasonable efforts to provide Lumen at least 10 business days advance notice of any maintenance or changes planned by Customer that may impact eLynk End Users. Lumen may, but is not required to, provide notification of such maintenance or changes to the affected eLynk End Users. Customer agrees to provide Lumen not less than 30 days advance notice of disconnection of Service or any modification that may impact the eLynk End Users' interconnection with the Service or use of Cloud Provider's service. Lumen may inform eLynk End Users of any possible modifications.

3.4 Unless otherwise agreed to by the parties, Customer grants Lumen the right to use Customer's name in contracts, promotional materials and on Lumen's website to inform customers and prospective customers of Lumen's ability to connect to Customer via eLynk. Additionally, subject to Customer's prior approval, Lumen may use Customer's logos, service marks, trade dress, URL, domain names and/or other business identifiers in promotional materials and on Lumen's website.

4. Reserved.

LUMEN WAVELENGTH LEASE SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Intercity Wavelength Service, Metro Service, or International Wavelength Service (collectively "Wavelength Service" or "Service") on a lease basis. "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 incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay all charges for the Service. All invoices will be issued to the Customer and paid in the currency specified in the Order. 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. Service Description. Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface consists of 2.5Gb, 10Gb, 1GbE, 10GbE, 40GbE, 100GbE and 400GbE, OTU1, OTU2, OTU2e, OTU3, OTU4 and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

2.1 Service Levels. Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Interconnection.

(A) Demarc. To use the Wavelength Service, Customer must provide to Lumen, at each Termination Node, a SONET or SDH-framed 2.5Gb or 10Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, 40Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a 400Gb signal as defined by IEEE 802.3bs, a OTU1, OTU2, OTU2e, OTU3, OTU4 signal, as defined by ITU G.709, or a 1Gb, 2Gb, 4Gb, 8Gb, or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will then be delivered by Lumen, in like format, to the opposite and corresponding Termination Node.

The demarcation point for the Wavelength Service will be the Lumen OSX or fiber termination panel at the Termination Node. Customer will be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from Lumen in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a Lumen gateway, Customer will provide Lumen with space and power (at no charge to Lumen), as reasonably requested by Lumen, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer premises.

(B) Construction of Facilities. With respect to construction of facilities to the Customer premises and installation, maintenance and repair of facilities within the Customer premises, Customer will provide Lumen with access to and the use of Customer's entrance facilities and inside wiring, and will procure rights for Lumen allowing the placement of facilities necessary for installation of facilities to deliver the Wavelength Service to the Customer premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer premises are located, and costs to procure and maintain rights within such building to the Customer premises, will be Customer's responsibility.

(C) Third Party Providers. Where Wavelength Service is being terminated Off-Net at the Customer premises through a third party provider to be provisioned by Lumen on behalf of Customer, the charges set forth in the Order for such Wavelength Service assumes that such Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer premises, (i) Lumen may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Order for such Wavelength Service, and (ii) installation of Service may be delayed. Lumen will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Lumen is notified by the local access provider of the amount of such charges.

In addition, where Wavelength Service is being terminated Off-Net at the Customer premises through an Off-Net local loop to be provisioned by Lumen on behalf of the Customer, the charges and the Service Term set forth in the Order for such Wavelength Service assumes that such Wavelength Service can be provisioned by Lumen through the local access provider selected by Lumen or Customer for the stated Service Term. In the event Lumen is unable to provision such Wavelength Service through the selected local

LUMEN WAVELENGTH LEASE SERVICE SCHEDULE

access provider or the selected local access provider requires a longer Service Term than that set forth in the Order, Lumen reserves the right, regardless of whether Lumen has accepted the Order, to suspend provisioning of such Wavelength Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to Lumen within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Wavelength Service will be cancelled without cancellation or termination liability of either party. Lumen does not guarantee that any Wavelength Service will be provided by a specified local access provider.

4. Reserved.

5. Definitions. All capitalized terms that are used, but not defined in this Service Schedule are defined in the Agreement or Order.

"Off-Net" means Services that are not On-Net.

"On-Net" means Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment.

"OSX" means optical shelf cross-connect.

"Protected" means any Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

"Termination Node" means the locations within Lumen's facilities or within Customer premises in each of the cities in which termination is available. Each Wavelength Service will contain two (2) Termination Nodes, the exact location of which will be set forth in the Order.

"Unprotected" means any Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

INTERNET 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 is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Dedicated Internet Extension or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

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. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 400Gbps ports. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. **Basic security service.** Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000. Does not apply to Dedicated Internet Extension.

2.2 Billing Types.

Flat Rate. Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Commit Plus Burst. For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate ("CDR")/Committed Information Rate ("CIR"). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Data Rate ("PDR") or Peak Information Rate ("PIR") may apply, which is the maximum available bandwidth.

Billing Arrangement. Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge ("CMUC"), is based on the Committed Data Rate ("CDR") (or the Aggregate Committed Data Rate ("ACDR") or Aggregate Committed Information Rate ("ACIR")). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access

Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Lumen Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to a) arrange Internet Services using third party providers or b) procure Internet Services from third party providers on Customer's behalf ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, Taiwan, Thailand, Vietnam, Latin America, Central America, Countries and Territories of the Caribbean, Mexico, Europe, Middle East and Africa. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g., downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Border Gateway Protocol (BGP) routing capabilities may not be available for Third Party Internet Service. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party provider(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service to Customer (and/or any of its affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen will provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes of this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen will provide as much notice as is practicable under the particular emergency condition.

2.7 Intended Use. Any High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen affiliate, then Lumen, in its sole discretion, will have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types. Construction charges apply if special construction is required to extend Service to the demarcation point. If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided under this Service Schedule as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that support a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that is designed to protect such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

4. Reserved.

LUMEN SOLUTIONS AND SERVICES SCHEDULE

1. General. This Solutions and Services Schedule ("Schedule"), which may also be referred to as Lumen Custom Solutions and Services Schedule, is entered into between Lumen and Customer. "Lumen" is defined for purposes of this Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Schedule. This Schedule is governed by and incorporates by reference the Lumen or CenturyLink Master Service Agreement ("MSA") or other service agreement executed between the parties, or the then current standard Lumen Master Service Agreement if no agreement has been executed. This Schedule, any attached or incorporated documents, Statements of Work ("SOWs"), Solution Service Orders ("SSOs"), Change Requests, and the applicable agreement between Lumen and Customer collectively comprise the agreement between the parties ("Agreement"). If the MSA or other service agreement is silent or conflicts with this Schedule, this Schedule controls for purposes of the Services provided under this Schedule unless otherwise set forth in a SOW or SSO. Capitalized terms used and not otherwise defined in this Schedule will have the meaning set forth in the Agreement.

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. In the event that any payment to be made to Lumen under this 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.

2. Services. Lumen will provide services identified in the applicable SOW, SSO, or Change Request ("Services"). Services are provided by the Lumen affiliate identified in the SOW, SSO, or invoice. Lumen may utilize its own employees or subcontractors and may change, modify, or replace any Lumen hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in this Schedule, the SOW, SSO or Change Request. Lumen's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities. Lumen will receive additional time to complete the Services after Customer complies. Customer's noncompliance may result in an adjustment of the charges, including charges for additional hours required to complete the Services. Any service level commitments or remedies are contained in the applicable SOW or SSO.

3. Customer Responsibilities.

3.1 Charges; Service Commencement. Lumen will begin billing for Services as of the "Service Commencement Date" which is the date Lumen begins performing the Services, or as may be set forth in the applicable SOW or SSO. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

3.2 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 a SOW 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. "Lumen Resource" means a non-exclusive team consisting of either Lumen employees, consultants or contractors assigned by Lumen to perform the Services.

4. Additional Terms, Service Limitations and Disclaimers.

4.1 Service Limitations. Lumen will not be liable for any damages incurred by Customer or third parties resulting from Customer's reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations received by Customer. Each party's total aggregate liability arising from or related to the Services will be limited to the total charges paid or payable under the applicable SOW or SSO that gave rise to the claim, except that Customer remains liable for its payment obligations and any Customer specific indemnification obligations. Customer's sole remedy for any dissatisfaction with the performance of any of the Services is to terminate the relevant SOW or SSO unless an SLA applies.

4.2 Disclaimer of Warranties. THE SERVICES, INCLUDING ANY HARDWARE OR SOFTWARE, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY WITH CUSTOMER SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) THE SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER; (B) ALL ERRORS CAN OR WILL BE CORRECTED OR IDENTIFIED; (C) ALL RISKS, POTENTIAL SECURITY AND/OR COMPLIANCE GAPS WILL BE IDENTIFIED; OR (D) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

4.3 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.

4.4 Intellectual Property; Software.

4.4.1 Intellectual Property. Lumen's intellectual property and proprietary rights and technology includes 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 Technology), 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 or acquired in the course of configuring, performing, or managing the Service (collectively, "Lumen Technology"). Each party agrees that it will not, directly or indirectly, (i) reverse engineer, decompile, reproduce or otherwise attempt to derive or gain access to source code, trade secrets, or other intellectual property; (ii) copy, modify or create derivative works in whole or in part (unless expressly provided herein); (iii) resell, license, sublicense, transfer or otherwise make available; (iv) remove any proprietary notices; or (v) use any information, material, software or technology of the other party or its licensors in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right. Except as expressly set forth below with respect to Document Deliverables, 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.

4.4.2 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, recommendations, solution analysis, or other documentation prepared by Lumen exclusively for Customer pursuant to an applicable SOW or SSO.

4.4.3 Lumen Provided Software. Customer and its users will not use any software provided by Lumen or its licensors, including any corresponding documentation, for any purposes beyond the scope of the license or grant of access. Customer agrees that certain third party licensors of the software may require an end user license or agreement ("EULA") identified in the SOW or SSO and/or any applicable manufacturer terms and conditions located on manufacturer's website. Customer understands that any such EULA or terms may be modified or added at any time. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software, including purchasing supported upgrades at its cost where needed for Lumen's continued performance of Services. Lumen may charge Customer for support or additional tasks incurred from Customer's continued use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability in such events.

4.4.4 Customer Provided Software and Customer Technology. If Customer elects to use Customer provided and/or licensed software in connection with the Services or make such software available to its end users, Customer is solely responsible for (a) selecting, licensing, installing and maintaining any such software, including any related applications and systems; (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software; and (c) ensuring Lumen has all appropriate access, permissions and ability to contact the applicable licensor on Customer's behalf. Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities may result in Lumen's inability to provide the Services, in which case, Lumen will have no liability for failure to provide such Services. To the extent required by Lumen to provide the Services, Customer grants to Lumen, its subsidiaries, affiliates, and any third parties performing all or part of the Service on behalf of Lumen a non-exclusive, non-transferable, royalty-free license to use Customer Technology. All right, title and interest in and to any Customer Technology will remain solely with Customer, its affiliates and their licensors. "Customer Technology" 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.

4.4.5 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.

4.5 Confidentiality. In addition to the confidentiality terms contained in the Agreement, confidential information also includes Lumen Technology and Customer Technology. Lumen Technology and all enhancements and improvements are the exclusive property and confidential information of Lumen. Customer Technology 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.

4.6 Miscellaneous. Customer will defend Lumen, its affiliates, agents, and contractors from any third party claims arising from the actions of Customer and its employees as related to the Services or Lumen Resources and pay for any resulting damages or settlement costs. Customer is prohibited from reselling Services provided pursuant to this Schedule or any SOW or SSO without the express written consent of Lumen and, if applicable, Lumen's subcontractor. Lumen or its subcontractor(s) may access or use Customer's personal information (including business contact information) across its global geographic operations as necessary to provide, support or improve Services or to otherwise perform under the Agreement. Customer will ensure that all information provided to Lumen is accurate at all times and that any business contact has consented to Lumen's processing of Customer's personal information for such purposes.

ATTACHMENT A INSURANCE REQUIREMENTS

Lumen agrees to provide insurance set forth in accordance with the requirements herein. If Lumen uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Lumen agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, Lumen shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Lumen and all risks to such persons under this contract. If Lumen has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – Lumen shall carry General Liability Insurance covering all operations performed by or on behalf of Lumen providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Lumen is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Lumen owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

- f. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.
2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements including the Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.
3. **Waiver of Subrogation Rights.** Lumen shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Lumen and Lumen's employees or agents from waiving the right of subrogation prior to a loss or claim. Lumen hereby waives all rights of subrogation against the Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
5. **Severability of Interests.** Lumen agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Lumen and the Customer or between the Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Lumen shall furnish Certificates of Insurance to the Customer Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements. Lumen shall maintain such insurance from the time Lumen commences performance of services hereunder until the completion of such services.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by Lumen or Customer payments to Lumen will be reduced to pay for Customer purchased insurance.



ATTACHMENT B
Campaign Contribution Disclosure (Senate
Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)? Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____ Name of

Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

Date

Print Name

Print Entity Name, if applicable