



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 8

CONTRACT #: AR2474

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and CenturyLink (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND CONTRACT #AR2474 ("Master Agreement") AS FOLLOWS:

The following Service Exhibits attached to this Amendment #8 are hereby added to Attachment E of the Master Agreement:

- Content Delivery Network Services (CDNS)
- Advanced Managed Services (AMS)
- Custom Solutions & Services (CSS)

The following changes have been updated in the attached Attachment C of the Master Agreement, Cost Schedule:

- Added Intact pricing, Tab 17 of the cost schedule.
- Added Content Delivery Network Services (CDNS) discount, categories tab, row 21 of cost schedule.
- Update DDoS pricing, Tab 7 of the cost schedule.

Effective Date of Amendment: as of the last signature date below

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Susan Baker

Susan Baker (Feb 2, 2021 17:47 MST)

Contractor's Signature

Feb 2, 2021

Date

Feb 3, 2021

Director

State of Utah Division of Purchasing

Date

Susan Baker

Contractor's Name (Print)

Manager-Offer Management

Title (Print)

Purchasing Agent	Phone #	e-mail	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	AR2474

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

1. General. This Service Schedule is applicable where Customer orders CDN Delivery Service ("Delivery Service"), CDN Mesh Delivery Service ("Mesh Service"), CDN Edge Compute Service ("Edge Compute"), CDN Orchestrator Service ("Orchestrator Service"), Intelligent Traffic Management Service ("ITM Service"), Object Storage Service ("Object Storage Service"), or Origin Storage Service ("File Storage Service"). Each of the Services may be referred to as "CDN Service(s)" or collectively as "Services" and may be provided by CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). Capitalized terms used in this Service Schedule but not otherwise defined will have their respective meanings set forth in the Agreement (the "Agreement"). If a conflict exists among the provisions of the Service Attachments, the order of priority will be the Service Schedule and then the Agreement. Certain Services are subject to geographic and/or feature availability and/or may require additional terms.

1.1 Additional General Terms.

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 CDN Services may include the Services described in this section and certain key features and add-on Services as more fully described in the Order or Service Guide. Any other features or functionality, including add-on features or Services in an Order or that are self service via the Portal, not described or referenced in this Service Schedule will be provisioned under the Agreement pursuant to Lumen's then-current Service Schedule applicable to such features or functionality, copies of which are available upon request.

2.2 Delivery Service means an online service that enables the distribution of electronic files and media streams over the internet to end-users across the globe via Lumen's global network of CDN servers.

2.3 Storage Services: Both types of Storage Services features enable Customers to upload, store, and manage electronic files onto a storage platform for the purpose of delivering the stored content over the internet utilizing CDN Delivery Service or a third party CDN delivery service.

a. CDN Object Storage is an online object based multi-tenant storage platform that stores electronic collateral into a cloud platform, under an object ID. For each data storage request, a single copy of the data object will be stored in a single data center within the selected Region. The object storage platform has a minimum 30 days of storage and 128 KB minimum object size.

b. CDN File Storage (may also be referred to as CDN Origin Storage) is an online file based multi-tenant storage platform that stores electronic collateral onto a hard drive, in specific directories, under assigned folders or directories, and filenames.

2.4 Mesh Service means an online service that enables Customer to distribute electronic files and media streams over the internet or within a secured private network, to end-users via the Delivery Service or through client devices and end users' devices. This Service extends content delivery by enlisting end users' devices as nodes in a content delivery mesh network. Customer acknowledges and agrees that performance of the Mesh Service may be affected by the applicable end users' devices and network service plan. By using this Service, Customer will include in its website terms and conditions language substantially similar to the following to ensure consent from end users to use distributed delivery technologies: [Platform] uses multiple caching and data delivery technologies for the purpose of facilitating content distribution and enhancing performance for end users. You grant [Platform] the right to allow the [Platform] Service to make use of the processing capabilities, memory and bandwidth on your computer or other relevant device for the limited purpose of facilitating the transmission of content and other data or features to you and from your device directly to the devices of other users of the site, and to facilitate the operation of the network on which the [Platform] Service runs. You are solely responsible for any telecommunication or other connectivity charges incurred using the [Platform].

2.5 Orchestrator Service and ITM Service enables Customer, via an online management Service, to manage content deliveries and enforce customized load balancing rules across Lumen's and third-party global content delivery networks and through configurable rules.

2.6 Edge Compute Service (also referred to as CDN Edge Compute) is a solution providing a scalable, global environment of Docker containers, which are logical partitions of software environments that enable Customers to run distributed software applications (e.g. development, testing on common cloud computing virtual machines). In addition, and via CDN Edge Compute, Customer has access to a Software Marketplace made available by Lumen and its vendor that offers Customer optional, self-managed software that may be deployed on Customer's Docker container.

2.7 Service Levels Agreements ("SLAs" or "Service Levels"). The Service Levels are not available until after the Service Commencement Date except in the case of a trial Order where the SLA will not apply during the term of the trial. Whether a Service issue constitutes a Service Level outage or failure for Service credit purposes will be determined by Lumen as supported by records, trouble tickets, data and other evidence, including through the use of third party monitoring tools. Service credits are only available against the actual charges invoiced to Customer for the affected Service, whether MRC, usage based or otherwise. The actual time of an outage or failure is measured from the time Customer reports the affected Service is unavailable until the time the affected Service is restored and available; provided that a Service Level will not be deemed to apply nor will Customer be eligible for a Service Credit for outages, interruptions or failures due to Excused Outages and periods of permitted Suspension.

CONTENT DELIVERY NETWORK SERVICE SCHEDULE

2.7.1 Delivery and Mesh Services. Service Levels are monitored through third party or Lumen test-agents distributed globally across the Lumen content delivery network. Each test-agent takes sample measurements every fifteen (15) minutes to calculate SLA's.

(a) Availability SLA. The applicable Service is determined to be "unavailable" when test-agents by Region report a "request time-out", "connection refusal", "receive time-out" or other similar error message (collectively, "Unavailable" or "Unavailability"). The Availability SLA is calculated based on cumulative Unavailability of an affected Service within a Region for a given calendar month. If Lumen fails to meet the Availability SLA in a calendar month for the Region selected by Customer in the applicable Order, Customer will be entitled to a Service credit calculated by using the applicable credit due percentage in the table below.

For North America (NA) Region or European (EU) Region

Availability SLA	Availability	Credit (% of actual charges in month subject to the claim for credit)
99.99%	95% – 99.989%	15%
	90% – 94.9%	25%
	89.9% and below	3% credit for each 1% of Unavailability

For Middle East & Africa (MEAF), Latin America (LATAM), Asia Pacific (APAC) and Global (excluding delivery into China and India for which no Service Levels apply)

Availability SLA	Availability	Credit (% of actual charges in month subject to the claim for credit)
99%	95% – 98.9%	15%
	90% – 94.9%	25%
	89.9% and below	3% credit for each 1% of Unavailability

(b) Chronic Outage. Customer may elect to terminate without termination liability the affected Service for the Region selected by Customer in the Order if the Availability SLA within a calendar month is 60% or less. Customer must exercise its right to terminate the affected Service, in writing per the notice section of the Agreement, within thirty (30) days after the end of the calendar month in which the event giving rise to a right of termination occurs.

2.7.2 Storage Services. Lumen measures Customer's ability to access the Storage Services to upload, store, view and/or delete the objects and files stored within Customer's designated instances which reside on the applicable Storage Service platform. The Storage Availability SLA provides that Storage Services will be available to Customer 99.99% of the time during the given calendar month. If Lumen does not meet the Storage Availability SLA percentages in the table below, Customer will be entitled to the corresponding Service credit. Availability, expressed as a percentage, is calculated as one (1) minus, the total number of minutes in the given month minus the total number of minutes of downtime in that month, divided by the total number of minutes the given month.

Availability SLA	Credit (% of MRC in month subject to the claim for credit)
99.5 – 99.99 %	3%
99.0 – 99.5 %	5%
<99.00%	10%

2.7.3 Edge Compute Service Level. Edge Compute Availability SLA means the (Expected Available Time minus the "Edge Compute Outage" time) divided by the Expected Available Time and multiplied by 100. "Edge Compute Outage" means a period of time in a calendar month the Edge Compute Services were not available to deliver content to the Internet for 2 or more consecutive 2-minute periods. The Software Marketplace is not considered part of Edge Compute for purposes of this Service Level. "Expected Available Time" means the total minutes in a calendar month minus any Regular Scheduled Maintenance, upgrades or planned downtime. If the Edge Compute Availability SLA is not met in a given calendar month, Customer will be entitled to a Service credit in accordance with the table below:

Edge Compute Availability	Credit (% of actual charges in calendar month subject to the claim for credit)
> 99.95%	0%

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99.0% to 99.95%	5%
98.0% to 98.99%	10%
95.0% to 97.99%	25%
< 95%	50%

An Edge Compute Outage will not be deemed to have occurred due to: (i) Failure or errors with the Customer's hardware, network, or website code; (ii) DNS issues beyond Lumen or its vendors' direct control; or (iii) Failure to report an Edge Compute Outage to designated support.

2.7.4 ITM and Orchestrator Service SLA.

(a) Service Availability. The Availability SLA provides that the ITM and Orchestrator Services will respond to queries its resolution authority 99.999% of the time during any given calendar month. If Lumen does not meet this SLA, Customer will be entitled to a Service credit equal to either (i) charges for one (1) day of the allocated MRC or commit where a commit applies, or (ii) the average daily charge in a calendar month for usage based services.

(b) Administrative Portal Availability. The Availability SLA for ITM and Orchestrator Services provides that Customer's access to the ITM and/or Orchestrator Service Portal will be available 99.99% of the time during any given calendar month. If Lumen does not meet this Availability SLA, Customer will be entitled to a Service credit equal to either (i) charges for one (1) day of the allocated MRC or commit where a commit applies, or (ii) the average daily charge in a calendar month for usage based services.

(c) Chronic Outage. Customer may elect to terminate affected ITM or Orchestrator Service without termination liability if ITM or Orchestrator Service does not respond to queries for appropriately provisioned service under its authority for 30 consecutive minutes or more on three (3) or more separate occasions during any calendar month. Customer must exercise its right to terminate the affected Service, in writing per the notice section of the Agreement, within thirty (30) days after the end of the calendar month in which the event giving rise to a right of termination occurs.

2.7.5 General Terms for all Service Levels.

2.7.5.1 Limitations. The aggregate credits in any calendar month will not to exceed 100% of the actual amount billed for the affected Services in the month in which the right to a Service credit has occurred. If a single issue triggers more than one SLA, Customer will be entitled to receive the higher of the two credits. Service Levels are not valid for Customers with geographic restrictions on content delivery or in months in which a Disproportionate Peak occurs. Customer will not be entitled to Service credits under multiple SLA's for a single event. Regions notwithstanding, Lumen reserves the right to deliver content from anywhere on its content delivery network. The credits and any other remedies specified in this Section 2.7 are the sole and exclusive remedies of Customer for any interruptions or delays or other Service-related issues under this Service Schedule.

2.7.5.2 Lumen continually makes improvements to the Service and reserves the right to make any updates, error corrections, bug fixes, and other modifications to any software, equipment or hardware utilized by Lumen to provide the Services, at any time upon notice. Lumen will use reasonable efforts to make modifications during the Regularly Scheduled Maintenance.

2.7.5.3 To be eligible for Service credits, Customer must be current in its obligations, and Customer must contact Lumen Billing Inquiries via the contact information provided on the invoice, open a ticket in the Portal or contact its account manager to report any service issues within 30 calendar days after the Service issue. Credits will not apply to any custom service. Cumulative credits in any one month must exceed \$100.00, or the local currency equivalent, to be processed.

3. Customer Responsibilities. Lumen will not be liable for any failure to perform due to Customer's failure to fulfill its responsibilities and requirements.

3.1 Charges.

3.1.1 Charge Components. Charges on the Order remain in effect during the Service Term. Charges are either tiered (i.e. based on pricing by each tier the total level of usage has fulfilled); or achievement (i.e. total usage by Region pricing at the highest tier achieved) as selected by the Customer on the Order. Charges may consist of all or some of the following: (a) a non-recurring installation charge per port; (b) a monthly recurring charge; (c) monthly usage based charges; (d) minimum revenue or data commits or associated uncommitted usage; and (e) expedite fees. The manner of monthly billing available by Service will be designated by Customer in the Order and may consist of the following: (a) Actual Usage; (b) 95th Percentile; (c) Client Usage; and/or (d) Container Usage.

Charges for certain Services are subject to (a) a property tax surcharge (or substantially similar local equivalent); 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

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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.

3.1.2 Customers may purchase certain optional Edge Compute Services or features within the Software Marketplace or the Portal. Pricing for self-service is detailed in the Portal and is invoiced in accordance with this Section 3. All Services purchased via self-service are governed by this Service Schedule.

3.1.3 Revenue Commitment; Termination.

(A) Where any Order includes a revenue commitment, Lumen will invoice based on an uncommitted usage plan or a monthly minimum revenue commitment. Monthly recurring charges are based on both the revenue commitment and actual usage charges. To the extent actual usage in a month exceeds the revenue commitment, Customer will pay the revenue commitment plus the actual usage.

(B) The balance of any applicable minimum revenue commitment through the remainder of the Service Term is due and payable upon termination for convenience or termination by Lumen for default. Prepaid annual software licenses are not pro-rated or refundable for any reason.

3.2 Customer Information. Customer must provide and maintain an English-speaking point of contact with current, complete and accurate contact information reachable 24/7 and should be authorized to make or direct changes to the Customer's Service, as applicable.

3.3 Customer must provide Lumen with at least five business days advance notice of any network topology or system changes that may affect the Service. For changes that are Service or price impacting, changes must be agreed in a new Order before the change will go into effect.

3.4 Lumen may utilize a vendor and/or subcontract any or all Services to be performed under this Service Schedule. Customer must cooperate with Lumen and Lumen's vendors or subcontractors in coordinating setup of the Service.

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

3.6 Customer acknowledges that all third party components of the Service are subject to the applicable vendor's decision to (i) not continue to provide or renew its services and/or products with Lumen and/or (ii) modify or end of life a Service, feature or related component(s). If any of the foregoing occurs, Lumen will use commercially reasonable efforts to migrate Customer to another comparable Lumen service at any time. Migration will occur without regard to Customer's current term. Customer's failure to cooperate or reasonably agree to a transition plan may result in Service degradation or failure or Lumen's inability to provide the Services and Lumen will have no liability therefrom.

3.7 If utilizing an Application Program Interface (API), Customer agrees to use the most current version of an API and API terms and conditions, as applicable. Customer acknowledges that it may not be able to access the Services utilizing prior versions of APIs.

4. Additional Limitations and Disclaimers.

4.1. Intellectual Property; Customer Content; HIPAA.

4.1.1 Subject to mandatory statutory rights, each party agrees that it will not, directly or indirectly, reverse engineer, access software of the other party, or otherwise attempt to derive source code, trade secrets or other intellectual property relating to the Service from the other party. Customer warrants that it owns and will own all right, title and interest in the content or possesses or will possess all legally valid rights in the content necessary for the use of content as contemplated by this Schedule and notwithstanding anything to the contrary in the Agreement, Customer grants Lumen a limited, non-exclusive, world-wide royalty free license to any data or content provided by Customer in using the Service solely and exclusively for the purpose of and to the extent necessary to provide the Service.

4.1.2 Customer acknowledges the CDN Edge Compute environment may contain software or firmware licensed from third parties ("Third Party Software"). Customer agrees that Third Party Software, including any corresponding documentation, will be used strictly in accordance with applicable licensing terms and conditions, as may be updated from time to time or in accordance with mandatory pass through terms or EULAs which, if applicable may be identified in the Service Guide. All rights in and to any Third-Party Software are reserved by and remain with the applicable third parties. In addition, Customer consents to the installation of Third-Party Software on Customer owned and managed systems, as applicable. Lumen is not responsible for any hardware issues arising from or related to the installation of Third-Party Software. Lumen makes no representations or warranties whatsoever regarding Third Party Software. Notwithstanding anything to the contrary in the Agreement, Lumen will have no obligation to defend, indemnify or hold Customer harmless, or otherwise liable to Customer in any way, for any claims of infringement of patent, copyright or other intellectual property right related to or arising from the Third Party Software.

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4.1.3 Customer will not authorize any third party to use the Service, including without limitation the Lumen APIs. In the event Lumen provides Customer with (or with access to) software or equipment, Customer will not use, distribute or modify the software or equipment in any manner that would require that any software or equipment, components thereof, or other intellectual property of Lumen or its licensors be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients.

4.1.4 Customer will indemnify, defend and hold Lumen, its directors, officers, and employees harmless from any loss, damage, expense or liability, costs and expenses (including reasonable attorneys' fees) related to any actual or alleged third party claim, including without limitation intellectual property infringement claims, arising from or relating to any content or services provided or delivered for Customer in connection with the Service.

4.1.5 Where Lumen might automatically replicate content uploaded in connection with the applicable Storage Service and retain such content during the Service Term, the Service is not a "vault" service and Lumen does not back up to offsite tapes or devices or provide restore services. Lumen recommends that Customer maintain a master copy of all content. Lumen will have no liability relating to the unauthorized use, disclosure of or destruction, loss or corruption of content.

4.1.6 Customer understands and acknowledges the Services are not designed to any specific security requirements and are not suitable for regulated content, including for the transmittal or maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other personal or sensitive information. Customer warrants and represents that it will not use the Services to maintain, transmit or store protected health information, including properly setting cache directives so that protected health information isn't cached within the CDN and CDN Edge Compute platforms and agrees to indemnify, defend and hold Lumen and its affiliates harmless from and against any actual or alleged claims related to or arising out of Customer's use of the Services for such purpose.

4.1.7 Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service in this Service Schedule to a third party vendor without the express written consent of Lumen; provided, however Customer may bundle Services with any other Lumen Service(s) or the services of Customer and provide such bundled service to Customer's subscribers and its customers.

4.1.8 Open Source. Certain Services, including CDN Edge Compute and Mesh Service, may include open source software and/or publicly distributed software (each, "open source software"), each of which is a separate and independent work and is subject to its own or open source or public license agreement ("Open Source License Agreement"). Customer agrees that open source software is licensed to Customer from the original licensor (and not Lumen) under, and are subject to, the terms of the applicable Open Source License Agreement, which Customer agrees to. Nothing in this Service Schedule will limit Customer's rights under, or grants Customer any rights that supersede or expand, the terms and conditions in the applicable Open Source License Agreement. For clarity, this Service Schedule is not intended to change or restrict the terms of any Open Source License Agreement, and Lumen does not seek to restrict, or receive compensation for, the copying or redistribution of open source software, which is otherwise freely re-distributable to third parties.

4.1.9 Customer Provided Software. If Customer elects to use Customer provided and/or licensed software (i.e. Bring your own license) in connection with Software Marketplace, Customer is solely responsible for (a) selecting, licensing, installing, maintaining software, including ensuring any related applications and systems are supportable; (b) ensuring adherence to current technical documentation, up to date versions, all applicable licensing terms, requirements, and/or restrictions; and (c) ensuring it has the legal right to use the software in this manner.

4.1.10 Feedback. If Customer elects to communicate to Lumen suggestions for improvements to the Service ("Feedback"), Lumen will own all right, title and interest in and to the Feedback, even if Customer has designated the Feedback as confidential, and Lumen will be entitled to use the Feedback without restriction. Customer irrevocably assigns all right, title, and interest in and to the Feedback to Lumen and agrees to provide Lumen such assistance as it may require to document, perfect and maintain Lumen's rights to the Feedback.

4.2 Personal Data Protection.

4.2.1 Business Contact Information. Customer and Lumen, its affiliates and/or vendors, acknowledge that it may be necessary to provide the other party with certain personal data necessary for the performance of each party's obligations under this Service Schedule, such as business contact information and credentials to access the applicable Portal(s). The parties acknowledge and agree that each is a data controller in its own right with respect to any such personal data exchanged under this Service Schedule, and any such personal data is provided on a controller-to-controller basis. Any personal data exchanged under this Service Schedule will be limited solely to the extent necessary for the parties (including Lumen vendors) to perform their obligations or exercise their rights under this Schedule and in connection with the performance of the Services in locations worldwide to support the delivery of the Service. As used in this Service Schedule, the terms "personal data" and "controller" will have the meanings ascribed to them in applicable data protection laws, including, without limitation, the European Union General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Each party will be independently and separately responsible for complying with its obligations as a controller under applicable data protection laws in its capacity as a data controller with respect to the personal data it provides to the other party and/or receives from the other party.

4.2.2 End User Information. Customer acknowledges that, by virtue of providing the Service, Lumen and its third party suppliers may need to process and store personal data of end users in connection with performance of Services wherever Lumen and/or its third

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party suppliers do business. Lumen and/or its third party suppliers may use personnel and resources in locations worldwide to support delivery of the Services. Customer agrees that Lumen or its vendors may transfer Customer or its end-users personal data across a country border, including outside the European Economic Area (EEA), and use processors and permitted subprocessors (including personnel and resources) in locations worldwide; provided that the parties will work together to ensure that any such data transfers are in accordance with applicable data protection laws.

4.2.3 If Customer will use the Services to process personal data subject to data protection law that requires specific terms in place with Lumen as a processor, Customer agrees that it is Customer's sole responsibility to request that appropriate terms are part of this Service Schedule.

4.2.4 End Users. With respect to end users' personal data, Customer is solely responsible for: (i) ensuring the lawful basis of such processing; (ii) notifying any end user that Customer has provided such end user's personal data to Lumen and its suppliers (if applicable) for the purposes of allowing Lumen and its suppliers to use, store and process personal data or content to the extent necessary to provide the Service, and that the end user's use of the Service may be monitored, by Lumen and its suppliers on Customer's behalf; and (iii) obtaining the consent of such end users for use, storing and/or processing.

4.3 Security; Disclaimers; Liability.

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

4.3.2 Subject to Section 4.3.3 below, Customer acknowledges that Customer's selection of certain CDN Edge Compute Services endeavor to mitigate security events, but events may not always be identified and if identified may not be mitigated entirely, blocked or rendered harmless. Customer is solely responsible for implementing policies and reasonable security measures, properly configuring and using the CDN Edge Compute Service, and taking its own steps to maintain appropriate security, protection and backup of applicable content, information in cases where Customer can self-provision and self-configure the Services. Customer further acknowledges that it should consider any particular feature as just one tool to be used as part of an overall security strategy and not a guarantee of security and that the applicable Service or feature purchased under this Service Schedule is a supplement to Customer's existing security and compliance frameworks, network security policies and security response procedures, for which Lumen is not, and will not be, responsible.

4.3.3 DISCLAIMER. LUMEN AND ITS THIRD-PARTY SUPPLIERS HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET USER CONTENT. LUMEN AND ITS THIRD PARTY SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED INCLUDING (I) IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICES; OR (III) THE NETWORK CAPACITY OR QUALITY OF NETWORK SERVICES CONTROLLED BY THIRD PARTIES OR QUALITY OF END-USERS' HARDWARE OR EQUIPMENT (IV) THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES. Neither Lumen or its suppliers will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) loss or corruption of data or information transmitted through the Service.

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

4.3.5. Indemnity. Customer will indemnify, defend, and hold Lumen, its affiliates, directors, employees and suppliers, and each of their respective employees and directors, harmless from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, resulting from or relating to any actual or alleged third party claim concerning (a) Customer's or any end users' use of the Service in a manner not authorized or in violation of this Schedule; (b) claims from end users or other third parties arising out of any violations of applicable law, including laws governing content, data privacy, and data protection, in connection with Customer's use of the Service.

5. Definitions.

"95th Percentile" is a billing model for certain Services in which the total outbound bytes of Customer content delivered from each Region is determined every five (5) minutes ("95th Percentile") and each total being a "Sample". The highest 5% of Samples are discarded, and the remaining Samples will be the "95th Percentile Sample" for that Region and converted to Mbps. Lumen will invoice Customer based on the 95th Percentile Sample at the price set forth in the Order. 95th Percentile billing assumes Customer's utilization of the CDN Service will not contain any Sample greater than three (3) times the 95th Percentile Sample ("Disproportionate Peak") where Lumen reserves

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the right to invoice Customer for all usage that exceed the 95th Percentile Sample using the Actual Usage billing model at a price per-GB transferred equal to 1/32 of the stated price per-Mbps. Lumen reserves the right to bill Customer for all charges avoided as a result of Abusive Usage.

“Abusive Usage” means Lumen’s belief as reasonably supported by records, data and other evidence that Customer has intentionally manipulated Customer’s usage of the CDN Service to lower the 95th Percentile Sample.

“Actual Usage” means the total bytes of content utilized or transferred at the price (e.g. per-GB) set forth in the Order.

“Client Usage” is a billing model for certain Services where Customer is invoiced for the peak number of end user clients who participated in sending and receiving content at the price per “end-user client” set forth in the Order. “End-user clients” means the peak number of end-user platforms (e.g. media players, browsers, download managers, set-to-boxes, etc.) that participated in receiving content from other end user platforms, and/or serving content to other end user platforms.

“Container Usage” is a billing model for certain Edge Compute Services where Customer is invoiced for usage based on total “Million Requests per Month” per container with an attainment-based discount schedule per month. Pricing is set forth in the Order unless Customer self-provisions via the Portal, in which case the applicable pricing is set forth in the Portal.

“Excused Outage” will also mean for purposes of this Service Schedule, the applicable SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under the SLA, for any event that adversely impacts the Service that is caused by: (a) the acts, inactions, omissions or errors of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications, the public Internet, or systems not owned or controlled by Lumen; (c) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (d) the unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service; (e) inaccessibility of third party service providers utilized by Lumen’s vendors that are not within the applicable vendors’ reasonable control; (f) Customer’s failure to provide timely approvals and/or consents, including allowing Lumen to retune the Service as required for Lumen to provide the Service; (g) improper or inaccurate network specifications provided by Customer or changes to the network or systems of Customer without prior notification to Lumen; (h) third party content or technology, designs or instructions; (i) unsupported system configurations, devices and platforms to the extent it results in degradation or failure of Service(s); or (j) Customer breach of its obligations under the Agreement or this Service Schedule.

“Portal” means access to the online graphical user interface(s) system utilized in conjunction with the Services.

“Region” means a large geographic area such as North America as defined at Lumen’s discretion.

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

“Product Specific Terms and Service Guide” or “Service Guide” collectively means (i) descriptions of add-on Services, other key features or functionality, or Third Party Marketplace Software made available to Customer, including through a Portal or the Software Marketplace; and/or (ii) rights, restrictions and terms applicable to use of certain key features or Third Party Marketplace Software. The Service Guide, located at <https://www.ctl.io/legal/content-delivery-network/service-guide/>, applies only to the extent Customer elects to purchase the applicable feature and may be updated from time to time, effective upon posting.

“Software Marketplace” means a portfolio of software made available within the Edge Compute platform and available to Customer’s who purchase Edge Compute Service. In certain instances a Customer may utilize its own license.

“Suspension” means Lumen’s suspension of the applicable Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.

“Third Party Marketplace Software” means certain software on the Software Marketplace that requires additional terms as a condition of use.

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1. General. This Service Schedule is applicable only where Customer orders Advanced Managed Services (“Services” or “AMS”) associated with existing or concurrently purchased Compatible Services (as defined below). Customer may also be referred as “Client” in the Service Description or other related documents. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer may request AMS by initially submitting a Service Order and subsequently via Work Request (as defined below). This Schedule is governed by and incorporates the terms of the Master Service Agreement or other CenturyLink approved service agreement (the “Agreement”) and any document incorporated by reference into this Schedule. CenturyLink’s provision of AMS constitutes CenturyLink’s acceptance of a request for such Services.

2. Definitions.

“Business Hours” means Monday - Friday 8:00 a.m. – 6:00 p.m. in the local time zone of the Resource(s) performing the Services, Monday through Friday, excluding local statutory holidays and any additional holidays that CenturyLink grants to its employees, a list of which can be provided to Customer prior to the commencement of the Services upon request.

“Compatible Services” means the CenturyLink standard services generally available to enterprise customers; provided that CenturyLink is providing a minimum of at least one CenturyLink managed solution.

“Customer Data” means any data, content or information of Customer or its end users that is accessed, stored, transmitted, hosted or otherwise processed using the CenturyLink Services. CenturyLink’s obligations with respect to Customer Data are exclusively governed by the Section 19.1 Compliance section.

“Dedicated Resource” means a resource 100% dedicated to Customer. Certain Dedicated Resources are available for on-premise activities. Availability varies by Region and countries within a Region.

“Designated Named Resource” means that Customer may receive, or request for certain Work Requests, (subject to certain minimum commitments, availability and a minimum term), a professional resource, (i.e. a CenturyLink resource assigned and designated and not assigned on a next available basis) to provide the requested activities up to the monthly committed hours for that role. A Designated Named Resource will be used to fulfill recurring activities. Designated Named Resources would also be used as much as feasible to fulfill role activities on Work Requests; however, scope and scheduling of Work Requests may necessitate requiring other available Resources to fulfill those activities. A Designated Named Resource may have multiple Work Requests active at a given time and therefore need to split their time between them based on Customer desired timelines. Certain Designated Named Resources are available for on-premise activities.

“Flexible Resource” means an option that allows for a single minimum monthly commitment of hours that can be used across various professional roles as further described in the Service Description. The Flexible Resource role is only available as an UnnamedResource.

“Portal” means the Service specific web-based portal to which Customer may have access.

“Region” means individually or collectively as the context allows, large geographic areas such as North America, EMEA, Asia and Latin America. Not all roles are available in all Regions or in all countries within a Region.

“Resource” will either individually or collectively as the context allows mean the CenturyLink employee or contractor assigned by CenturyLink to perform the Services. A Resource may be one of the following on a Service Order or Work Request basis, as applicable: Dedicated Resource, Designated Named Resource, Flexible Resource, or Unnamed Resource.

“Service Description” or “Advanced Managed Services Service Description” means the detailed list of available roles, activities, and add-on services available to Customer for purchase, including the set of additional fixed one-time or recurring fee services, and other general technical and service-related information. The Service Description may be updated from time to time by CenturyLink effective upon posting on the Website and is located at <https://www.ctl.io/advanced-managed-services/service-description/>.

“Service Order” means a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Services ordered by Customer. Service Order may also be referred to as Order.

“Unnamed Resource” is a shared resource assigned on a next available basis to provide the requested activity for Customer. An Unnamed Resource may not necessarily be unknown to Customer. All Unnamed Resources are remote.

“Website” means www.ctl.io.

“Work Request” means an emailed request on a form designated by CenturyLink or telephone request by Customer, a ticket submission through the applicable Portal or other confirmation by Customer as detailed in this Schedule.

3. Service Description.

3.1 The Services. Advance Managed Services provides a set of available, standard activities to Customers through defined service roles that a Customer may subscribe to in conjunction with its Compatible Services. Available activities focus around IT initiatives,

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operational governance, architecting IT environments, the security threat landscape, hands-on deployment activities, and customizable service desk. Additional related activities can also be requested by Customer via the process identified below. No hardware or software will be provided in conjunction with activities performed. Any necessary fulfillment of hardware and software related to Service activities must be provided by other appropriate CenturyLink services, purchased under separate terms and conditions.

3.2 AMS Service Roles. Each CenturyLink Resource will perform a role, which consists of activities or tasks commensurate with the Resource's skill set and Customer may not request the Resource perform tasks not consistent with the applicable role or Resource. Each role includes general activity objectives and commonly available activities and may require minimum committed hours. Available roles and associated activities are described in detail in the Service Description. The list of activities for each is not exhaustive as Customers can request additional related activities subject to CenturyLink's approval per the Work Request process. Customer understands that CenturyLink's Resources who fulfill roles are not intended to, will not be referred to as Customer consultants, nor are they intended to substitute for Customer's own business decisions or assessments. Any recommendations and/or findings are ultimately the responsibility of Customer to purchase. Certain activities that may be recommended to Customer may require additional terms and conditions and may be subject to additional fees and/or may require the purchase of additional underlying services. Certain activities that are available through Resources require a monthly commitment of hours and a minimum term commitment for the role. Not all activities may be available in all Regions.

3.3 Geographic Availability. This Service is currently available in the Regions identified in the Service Description. CenturyLink has the right to accept and/or reject requests for services in certain countries within a Region(s) on a case by case basis. Services are generally provided remotely. Certain on-site activities are available or may be available by request in specific countries by Region as detailed in the Service Description. Not all roles or Services are available in all locations.

3.4 Transfer of Undertakings. Customer will not utilize the Services or CenturyLink Resources as a replacement for any Customer personnel located in EMEA. To the extent Services include the provision of Dedicated Named Resources on a committed basis, such that the provision of or subsequent expiry, cancellation or termination of the Services constitutes a transfer of undertakings within the meaning of the United Kingdom Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE") or similar law or regulation in other jurisdictions, Customer agrees that the terms of CenturyLink's standard TUPE Addendum will apply.

3.5 Out of Scope Activities. CenturyLink may reasonably determine that requested activities submitted via the Work Request that cannot be delivered by one of the professional roles or cannot be delivered in a standard manner are out-of-scope and may not be feasible for fulfillment through a Work Request as reasonably determined by CenturyLink. Instead, CenturyLink will require delivery through a statement of work pursuant to separate terms and conditions. Examples include: (i) Activities that can't be provided by one of the Advanced Managed Services service roles; (ii) Activities from Advanced Managed Services service roles during non-standard hours; (iii) Activities from Advanced Managed Services service roles in non-standard locations; and (iv) Activities requiring Resources with special credentials such as government clearances, certifications, etc.

3.6 Hours; Resources.

3.6.1 Activities will be performed by CenturyLink during Business Hours. If the Customer requests performance of any Service outside of such hours (non-standard hours), Customer will be responsible for any additional costs incurred as a result, which may include a premium hourly rate, as may be required by local rules and regulations. CenturyLink will determine the personnel assigned to perform the Services during non-standard hours, which may include remote Resources, even if the Work Request is for on premise work. Notwithstanding any Work Request for Dedicated Resources or Dedicated Named Resources with minimum monthly committed hours, any request for work beyond committed hours may be performed by an Unnamed Resource.

3.6.2 Different activities consume different quantities of hours. Consumption of hours by these activities is also highly impacted by Customer's business context as well as complexity and scale of the applicable Customer environment.

4. Service Term. Service is available for the following standard Service Terms in months: 12, 24, or 36 as identified in the applicable Service Order. In addition to the ability to reduce the hourly rates in exchange for committing to a minimum monthly number of hours, Customers are eligible for further discounted hourly rates for committing to a Service Term of 24 or 36 months.

5. Billing/Invoicing. This section 5 applies in lieu of any other commencement of billing sections, that may be in the Agreement. No Connection Notice applies to AMS Services.

5.1 Customer may begin accruing actual usage hours by each Resource as those Resources become available and before all Resources are collectively available. The Service Commencement Date, for committed Service roles will begin on the date the last role is made fully available for Customer activities; however, Customer agrees to pay for any and all hours consumed or accrued by other Resources prior to the Service Commencement Date. The Service Commencement Date triggers the date on which minimum commitments of hours start accruing even if they are not consumed. CenturyLink will not charge monthly minimums until the Service Commencement Date. The first invoice following the Service Commencement Date will include pro-rated monthly minimums, any hours accrued prior to the Service Commencement Date, and any overages for the billing period. Subsequent invoices will include monthly minimums and overage hours for the previous billing period. Fees for any additional hours consumed through Work Requests beyond

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committed hours will be included on the invoice two months following the month in which the hours accrued even if the Work Request has not been fully completed yet or has been cancelled by Customer before full completion.

5.2 Customer will receive its first invoice on the first of the month following the Service Commencement Date. The first invoice will include a pre-pay for that month's committed hours, the prorated committed hours from the BCD through the end of the immediately preceding month, and any actual consumption of hours occurring prior to BCD. All fees will be invoiced in the currencies specified on the Service Order.

5.3 In certain Regions, Customer may pay, in advance, for a Flexible Resource subscribed to on a 12 month Service Term with minimum committed service hours that can be drawn down over that Service Term on a use it or lose it basis. Customer may utilize no more than 20% of the commitment in any single month during the Service Term. Unused hours expire at the end of the Service Term.

5.4 Invoice Criteria. Invoice criteria includes the following:

5.4.1 Fees for committed monthly hours for a professional role are billed upfront for the month. For example, a 40-hour monthly commitment to a professional role will be billed on March 1 invoice for the committed hours to be consumed in March.

5.4.2 Billing for consumed hours outside of committed hours are billed two months in arrears. For example, hours consumed for a professional role during March that exceed any monthly commitment of hours for that role will be billed on the May 1 invoice.

5.4.3 Billing for optional add-on services with one-time fees will occur on the month following the completion of the service being delivered. For example, a Network Penetration Test One Time that completes in March will appear on the April 1 invoice.

5.4.4 Billing for optional add-on services with monthly recurring fees will be billed up front for the month.

5.4.5 The Service invoice will denote the number of hours consumed by role in excess of any committed hours per month for the role.

6. Service Orders; Changes to Service Orders.

6.1 A Service Order for each Region is required for minimum committed monthly hours for certain roles, which allows Customer to optionally commit to minimum monthly hours for any of the other available roles that are consumed and billed on an hourly basis. Subject to availability, optional add-on services are also available that provide packaged roles or activities for fixed one-time or fixed monthly recurring fees. Permitted changes and/or modifications to a Service Order are described in Section XX below. Any changes to a Service Order or Work Request already accepted that does not otherwise expressly permit changes are subject to early termination charges.

6.2 An initial Service Order is required before any AMS can be provided to Customer. Customer will have the option, at the time the Service Order is quoted, to select (i) a role available by Region with defined hourly rates, minimum committed hours and minimum Service Term; and/or (ii) additional add-on options.

6.3 A Customer may subsequently agree to a role and monthly committed hours in order to procure Resources at volume discounted rates by signing a new Service Order. Customer acknowledges and agrees that requests for certain services at international locations may require an additional Service Order and additional terms and conditions.

6.4 Notwithstanding anything to the contrary in the Agreement or Service Order with a Service Term or committed hours, the hourly rates are indexed through the United States Consumer Price Index (CPI) or similar index for Services provided outside of the United States to enable cost of living adjustments (COLA) to the rates on an annual basis as determined by CenturyLink.

6.5 Customers can make the following changes to a Service Order during a Service Term without any early termination fees:

- a) Add new monthly commitments of professional role hours
- b) Increasing existing monthly commitments of professional role hours
- c) Add optional add-on services
- d) Change selected deployment of qualifying professional roles from Designated Named Resource to Unnamed Resource
- e) Change selected deployment of qualifying professional roles from Unnamed Resource to a Dedicated Resource or Designated Named Resource so long as minimum monthly commitment hours are met

7. Work Requests.

7.1 Work Requests or changes to existing Service Orders can be initiated for additional one-time activities or recurring monthly activities to be provided by available roles for which the Customer has made a commitment of hours so long as the Designated Named Resource or Dedicated Resource is remote. Requests for an on premise Designated Named Resources where available require a Service Order. Certain cancellations may be subject to early termination charges, as described below. In addition, Customer is responsible for fees for all actual consumed hours for Work Request activities even if they are cancelled before completion.

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7.2 Work Requests in certain Regions, for roles and/or previously committed/existing on premises Designated Resources or Designated Named Resources, can be submitted for the Service as described on the Website or Service Description. Work Requests specify the desired activities, type of role and desired timeframes. Customer may cancel any Work Request before completion of the Services, however any accrued fees for activities performed prior to cancellation will be invoiced. Changes to or cancellation of Work Requests must be submitted as a new Work Request. Services scheduled to repeat periodically may be detailed on a single Work Request to avoid multiple submissions for the same request. CenturyLink has the right to accept and/or reject requests for Services on a case by case basis.

7.3 The Work Request raised by Customer will not amend, modify the Service Schedule or Service Order in any way whatsoever.

8. Changing Roles; Changing Resources.

8.1 CenturyLink may from time to time add new professional roles and/or new add-on services for the Service. When additions are made, Customer may be required to change its Service Order to recognize the new roles and add-ons in order to utilize the new activities.

8.2 CenturyLink may also from time to time remove existing roles and/or add-on services for the Service. Such removals would be applied to Customer's Service Order at the beginning of the next renewal period.

8.3 The Resources provided by CenturyLink to fulfill activities through the roles may change over time. CenturyLink reserves the right to change Designated Named Resources (including any who are on-premise) at any time in order to continue fulfilling Service activities.

8.4 If a Customer is not satisfied with how Service activities are being provided by a Designated Named Resource for a role over a period of time of at least a three (3) consecutive months, Customer may request through their sales representative that the Resource be replaced with another equivalent resource for the same role at any time during a Service Term. CenturyLink will assess the feasibility of such requests and make such a change when possible at CenturyLink's sole discretion. If prior to the conclusion of the Service Term, a CenturyLink Designated Named Resource resigns or fails to commence the Services, CenturyLink will have 15 business days from the date of notice (from the resignation, or from the start date for a "no-show") to provide a suitable replacement before Customer may seek an alternative from another source.

8.5 Where Customer becomes reasonably dissatisfied with the performance of a Resource other than a Designated Named Resource and provides written notice, CenturyLink will utilize commercially reasonable efforts to promptly address the personnel issue, including replacement of the applicable resource. Written notice must describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. CenturyLink will not remove or replace a CenturyLink Resource for illegal or discriminatory reasons.

9. Customer Responsibilities. All authorizations and applicable Customer responsibilities are a condition precedent to CenturyLink's ability to perform Services.

9.1 Customer is responsible for providing CenturyLink Resources with communication access to the appropriate staff required for CenturyLink to fulfill activities. Customer must provide clear instructions and requirements around desired Service activities to be fulfilled by professional roles. Timely responses to inquiries and requested decisions from Customer are necessary for Service activities to be fulfilled. Customer's timely participation in phone call(s) to discuss conditions or questions regarding any activities.

9.2 Customer acknowledges and agrees that its failure to perform its obligations detailed in the Agreement, this Schedule, or a Work Request, as applicable, may result in CenturyLink's inability to perform the Services. CenturyLink will not be liable for any failure to perform, in the event Customer fails to fulfill Customer's obligations.

9.3 Customer will initially provide and thereafter maintain accurate contact information, including email addresses for any Customer employee for whom Customer designates the authority to submit Work Requests and current point of contact to coordinate service activities. It is Customer's responsibility to ensure that it has obtained all requisite consents to provide information in accordance with applicable law. Thereafter, Customer has the option to submit Work Requests to modify Resource type or hours of activities of committed roles and Customer agrees to pay CenturyLink for all additional hourly charges incurred.

9.4 Customer sites. If on-premise activities are agreed, Customer is responsible for ensuring that all sites are and remain in good operating order consistent with industry standards and remain free from any hazardous conditions for any on-premise activities. It will be Customer's responsibility to correct any unsafe conditions and to ensure that sites comply with all applicable safety standards and regulations. Resources reserve the right to vacate any site it deems unsafe. Customer is responsible for setting up detailed site access procedures.

9.5 Customer agrees and expressly authorizes CenturyLink to commence work and bill for (1) all activities for which Customer has indicated, in writing (including email), with a response that CenturyLink can reasonably interpret as authorization to proceed (i.e. agreed, confirmed, approved, etc.) and (2) any hours worked beyond the standard or contracted hours that are requested by Customer, including requests to continue work or projects that are submitted to CenturyLink via electronic mail. Notwithstanding the foregoing, CenturyLink reserves the right to require the execution of a Service Order before commencing any work in excess of such standard or contracted hours.

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9.6 Customer agrees that any registrants, users, or others submitting or approving Work Requests and/or Service Orders on its behalf, including via email exchange, have full legal capacity to do so and are duly authorized to legally bind Customer to all payment for hours accrued. CenturyLink may reject any Work Requests received by users that have not been approved as an authorized purchaser in the applicable Portal.

9.7 This Service is not responsible for the hardware, software licenses, and vendor maintenance support for any devices.

9.8 While performing the Services, if CenturyLink encounters (i) any concealed or unknown condition, (ii) a Customer responsibility contained herein is not met, or (iii) a delay caused by Customer, then the scope, schedule and/ or fees may be equitably adjusted as necessary. If the Customer does not agree to the reasonable adjustment in fees, CenturyLink will not be obligated to deliver the affected Services.

9.9 Customer will specifically identify and provide CenturyLink with access to all relevant Customer-controlled information, resources and locations required to complete the Services.

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

9.11 Customer will provide CenturyLink with safe access to Customer's site as reasonably required for the assigned Resource to perform the Services. The CenturyLink Resource will observe reasonable and written site rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to CenturyLink prior to commencement of the Services. Customer will provide all materials, equipment and resources necessary or desirable for use by CenturyLink's Resource to perform the Services, including suitable workspace for CenturyLink resources working at the Customer's site with closed door rooms, adequate environmental controls, lighting, telephones and network access via the internet. Customer will bear the risk of loss of any materials, equipment and resources used during or in connection with the performance of the Services. Customer will obtain at its own cost without additional compensation whatsoever any permit, certificate, license and any legal or regulatory consents necessary or desirable to enable CenturyLink Resource to provide the Services described herein. The CenturyLink Resource reserves the right to immediately stop work activities if in their reasonable believe Customer is not in compliance with applicable laws, including safety regulations or requirements.

9.12. Customer is responsible for seeking CenturyLink's prior written approval prior to making a request for a Resource to provide activities for non-CenturyLink managed environments. CenturyLink will review each request on a case by case basis and reserves the right to accept or reject the request in its sole discretion.

10. Portal. If CenturyLink provides Customer with portal access in connection with the Service, Customer will use such access solely for use with the Service in accordance with this Schedule and the Agreement, and Customer will be responsible for any unauthorized access to or use thereof, unless Customer can prove that such access or use has not been caused by any culpable action or omission of Customer or attributable to Customer.

11. Cancellation/Early Termination; Effect of Termination. This section 11 applies in lieu of any other cancellation and termination section, including any available rights of termination that may be in the Agreement.

11.1 Early termination fees in this Schedule will apply if Customer makes any of the following changes to a Service Order during a Service Term:

a) When removing or reducing any existing monthly commitments of hours for professional roles, an early termination fee of 100% of the reduced hours at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by CenturyLink arising from or related to the terminated resource(s).

b) When removing any recurring optional add-on services, an early termination fee of 100% of the add-on monthly fee for the number of months remaining in the current Service Term will apply.

c) When changing selected deployment of qualifying professional roles from a Dedicated Resource, a Designated Named Resource or an Unnamed Resource to a Designated Named Resource on-premise, an early termination fee of 100% of the committed hours removed at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by CenturyLink arising from or related to the modified role(s).

d) When changing selected deployment of qualifying professional roles from a Dedicated Resource or a Designated Named Resource on-premise to Designated Named Resource, remote or Unnamed Resource, an early termination fee of 100% of the committed hours removed at the existing rate in the current Service Order for the number of months remaining in the current Service Term will apply; plus any additional costs or expenses incurred by CenturyLink arising from or related to the modified role(s).

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e) When changing location of an Designated Named Resource, on-premise, more than 20 miles from existing location, an early termination fee of 100% of the committed hours moved at the existing rate in the current Service Order for the number of months remaining in the current service term will apply.

f) If the Customer places an order to increase existing monthly commitments of professional role hours, CenturyLink will not be obligated to maintain the same individual(s); however, CenturyLink will use good faith efforts to maintain continuity of personnel where practical.

11.2 If any Service subject to a minimum monthly spend commitment for an agreed term is terminated by Customer for any reason or by CenturyLink for default and unless otherwise specified in the Service Description, Customer will be responsible for early termination charges equal to the monthly spend commitment multiplied by the remaining months in the applicable Service Term.

11.3 Termination of Managed Optimization Service (as defined in the Service Description) for any reason by CenturyLink or by Customer is subject to the following: (i) an early termination fee equal to 100% of the Qualified Optimizable Service monthly spend commitment multiplied by the number of month remaining in the applicable term, (ii) plus the value, expressed as a dollar equivalent, of all Optimization Adjustments received for each month prior to termination, and (iii) any additional costs incurred by CenturyLink.

11.4 Effect of Termination.

11.4.1 Upon termination of a Service Order, any existing Designated Named Resources for professional roles providing activities to Customer will be reassigned to activities for other Customers and won't necessarily be available to fulfill Service activities for Customer should they re-subscribe to Service in the future.

11.4.2 Upon removal of a committed role via a change to either a Service Order or termination of a Customer's Service Order, any existing Dedicated Resources or Designated Named Resources may be reassigned to activities for other Customers and won't necessarily be available to fulfill Service activities for Customer should they re-commit to a role or re-subscribe to Service in the future.

12. On-Site; Travel and Expenses; Exclusions; Region Limitation.

12.1 On-Premise Services. Additional requirements and restrictions for requests that a Designated Named Resource be on-premise are in the Service Description. CenturyLink reserves the right to reasonably decline a request for on premise work. On premise Resources are not available in all Regions. For on premises Services requested by the Customer and agreed by CenturyLink to be performed on-site and in order to enable CenturyLink to carry out its obligations, Customer will provide the CenturyLink Resource access during the standard hours noted above to any Customer site or other premises outside CenturyLink's control. In the event of any conflict between the site regulations and these conditions, these conditions will prevail.

12.2 Travel and Expenses. All reasonable, documented and actual out-of-pockets expenses, including travel and living expenses (e.g., meals, lodging, and airfare) associated with Customer requested on premise visits will be billed to Customer at actual cost in the month after the expenses were incurred. If Customer cancels any on premise travel event after booking, Customer will be assessed any non-refundable and travel related fees and penalties.

a) CenturyLink will not be responsible for failures or delays in performing Services due to Customer's failure or delay to provide physical and/or logical access to the site and/or any materials or due to Customer-imposed or government-imposed security requirements.

b) Customer must reimburse CenturyLink for travel and accommodation expenses relating to a Customer requested travel event. Travel time during Business Hours is counted as consumed hours with a travel event or local event.

c) Requirements; Limitations. As used herein a "travel event" refers to any travel by a professional role to a Customer premises where distance between the professional role's physical location and the Customer's premises is 30 miles or greater.

d) Customer must make any travel requests to its premise, regardless of whether it qualifies as a travel event or travel allowance, at least three full calendar weeks in advance of the requested departure date.

e) Only committed service roles for CSM, TAM, CTA and SAMs (such roles are defined in the Service Description) are available for travel requests.

f) All overnight travel requests are subject to CenturyLink's approval and are limited to two (2) business days per trip. CenturyLink reserves the right to limit the number of trips approved.

g) All travel and accommodations costs associated with a travel event are subject to CenturyLink reimbursement per the terms herein.

h) Travel of less than 30 miles between the Resource's physical location and the Customer's premises is considered a "local event" and Customer will not be billed travel related expenses.

i) Travel Allowances: Certain remote service roles and minimum hour commitments include an annual in-Region travel allowance. A list of roles and hours required is included in the Service Description. Unless expressly listed in the Service Description, no other professional roles, including on premise resources qualify for a travel allowance.

j) CenturyLink's Resource will comply with local rules and regulations.

13. Proprietary Rights. Nothing herein or in any Work Request or Service Order will transfer to Customer any CenturyLink Technology, and all right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. CenturyLink will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired while providing the

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Services. As used herein, "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, report formats, objects and documentation (both printed and electronic), designs, know-how, trade secrets and any intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the term of a Service Order, including any Work Requests. If CenturyLink or its employees, agents, or subcontractors develop or create any intellectual property as part of the Service or any tasks under a Work Request or Service Order, that intellectual property will be deemed CenturyLink Technology and will remain the exclusive property of CenturyLink and/or its licensors and will not be considered a work made for hire.

14. Customer Information Processing. Customer hereby grants to CenturyLink (and, where necessary, will procure the grant from relevant end users) all rights and permissions to use, access and/or process Customer's intellectual property, information, databases, data or materials as necessary to provide the Services. In particular, such rights include processing: (i) to prevent or address service or technical problems; (ii) to provide Customer with additional or extended support; (iii) to prevent or address fraud, or security issues; or (iv) to comply with Customer's reasonable and lawful instructions communicated to CenturyLink.

15. Warranty; Disclaimer of Warranties; Damaged Cap; Indemnity

15.1 CenturyLink will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer further acknowledges that the Services are work hours performed and incurred by CenturyLink in response to a request by Customer. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTURYLINK MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES INsofar as permitted under applicable law and are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, usage of trade or that performance of the services will be uninterrupted or error-free. Any obligation of CenturyLink to defend, indemnify or hold customer harmless for any intellectual property related claims as may be set forth in the Agreement are hereby disclaimed in their entirety by Customer with respect to the Services.

15.2 In addition, and notwithstanding any other provision or understanding to the contrary in any Service Attachment, CenturyLink makes no representation, warranty, or guarantee that any of the activities or tasks performed comply with or satisfy any applicable governmental or industry data security standard. If such activities or tasks include security and/or compliance framework services (advisory or otherwise) provided by CenturyLink, Customer acknowledges that CenturyLink may not identify or accurately identify all possible incidents, vulnerabilities, or potential security and/or compliance gaps and CenturyLink expressly disclaims any responsibility for any unidentified or misidentified incidents, vulnerabilities or gaps. If CenturyLink provides a recommendation, assessment, certification, report, or similar material to Customer hereunder, such material is developed in good faith as to its accuracy at the time of inspection or review by CenturyLink and CenturyLink does not and cannot guarantee that CenturyLink's recommendations, assessments, tests, reports or monitoring will be accurate, complete, error-free, or effective in achieving Customer's security and/or compliance related objectives. All Services are provided AS IS. Customer further acknowledges that it and not CenturyLink is responsible for its overall IT environment and is solely responsible for any buying decision or changes to systems/services. Neither CenturyLink or its subcontractors will be liable for any damages which Customer or third parties may incur as a result of Customer's (i) non-compliance with any standards which apply to Customer, and/or (ii) reliance upon (or implementation of recommendations from) results, reports, tests, or recommendations related to the Services. Any recommendations and/or findings are ultimately the responsibility of Customer to purchase. Certain activities that may be recommended to Customer may require additional terms and conditions and may be subject to additional fees and/or may require the purchase of additional underlying services.

15.3 CenturyLink's sole liability arising from or related to the Services will be limited to the total charges paid or payable under the applicable Service Order or Work Request.

15.4 Customer will indemnify, defend, and hold CenturyLink (including its officers, employees, agents and contractors) harmless from and against any claims, including employment related payment obligations (e.g. taxes, interest, and penalties arising therefrom) or other employment related liability assessed against CenturyLink (including its officers, employees, agents and contractors) with respect to assigned Resources to the extent that payment obligations or liabilities are assessed against CenturyLink as a result of acts or omissions of Customer.

16. Independent Contractor. CenturyLink provides the Services as an independent contractor. The Services will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates. For avoidance of doubt, any Resource provided to Customer by CenturyLink is a CenturyLink employee and no performance of Services hereunder is intended to modify or change the status of such Resources to that of any employee of Customer. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of CenturyLink.

17. Freedom of Action. Nothing herein precludes CenturyLink from performing any services similar to the Services for itself or for any third party, provided that CenturyLink complies with its obligations of confidentiality under this Agreement.

ADVANCED MANAGED SERVICES

SERVICE SCHEDULE

18. Non-solicitation. Customer or its third party will not knowingly solicit or recruit for employment or hire any CenturyLink Resource for one year following the termination of a Service Order or Work Request for which the CenturyLink Resource performed work for Customer, except that Customer may recruit or hire a CenturyLink Resource identified by Customer solely as a result of the CenturyLink Resource's response to a non-specific, general advertisement by Customer.

19. Compliance.

19.1 CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer Data from unauthorized access, use, or disclosure. The program includes formal information security policies and procedures, which are reviewed annually and updated as necessary to address evolving threats. The security measures of the information security program generally apply to CenturyLink's systems, facilities and standard services and certain measures may not apply or may be applied differently to customized services, configurations, or environments ordered or as deployed by Customer. CenturyLink will maintain its information security program in accordance with applicable state, federal and international laws and regulations governing the privacy and protection of data ("Privacy Laws"). CenturyLink, or its underlying provider has completed an AICPA sanctioned Type II audit report (i.e., SSAE18/ISAE3402 SOC 1 or AT-101 SOC 2) for applicable Service in certain data centers and intends to continue to conduct audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report (or a summary of it) annually upon request, which report is CenturyLink Confidential Information.

19.2 CenturyLink will not disclose, modify, or access Customer Data, except: (a) as authorized by Customer in connection with the operation of the Services, including requests for support, incident resolution, or to access or use certain tools, features, or functionalities of particular Services; (b) as necessary to provide the Services to Customer, to prevent or address technical problems, or to otherwise comply with the Agreement; or (c) as necessary to comply with subpoenas, court orders or Privacy Laws. To the extent CenturyLink accesses or handles Customer information, including personally identifiable information, it will do so only as necessary to provide the Services, perform under the Agreement and to comply with applicable law and Privacy Laws, including: (a) configuration, technical, operational and usage data relating to the performance and use of the Services; (b) business contact and similar information necessary for administering the business relationship and Agreement between the parties; and (c) account information required to manage the Services, provide notices, and handle Service invoicing and remittance. CenturyLink may disclose such information to its affiliates or subcontractors only as may be required to provide the Services and/or to comply with its contractual obligations, subject to privacy and confidentiality protections no less protective than those herein. CenturyLink may also transfer such information between its operating jurisdictions, including to the United States, solely for the purposes described in this Section.

20. International Services. For Services provided outside of 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

21. Miscellaneous. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule, Service Order or any Work Request without the express written consent of CenturyLink and, if applicable, CenturyLink's subcontractor. Customer will not require or allow access to its Customer data in the performance of Services, including but not limited to any confidential health related information of Customer's customers, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI occurs, such exposure is incidental to the Services and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

22. Service Level Objectives ("SLO" or "Service Objectives"). No Service Objectives or Service Level Agreements (SLAs) apply to the Service. Activities provided through this Service could invoke SLA credits on the underlying service.

22.1 CenturyLink will target assessment of a Work Request for remote Resources to begin within three (3) business days of receipt of the Work Request. CenturyLink will review each received Work Request for feasibility, availability, local requirements, needed roles, estimated range of hours, and ability to meet desired timeline.

22.2 In North America, CenturyLink will target commencement of activities within 22 business days following receipt of requestor's authorization email so long as scope of the Work Request remains within standard parameters identified in the Service Description. Target commencement of authorized activities will take longer than 22 days in certain countries within available Regions.

CUSTOM SOLUTIONS AND SERVICES SCHEDULE

1. Applicability. This Custom Solutions and Services Schedule ("Schedule") is entered into between CenturyLink and Customer and is effective as of the date last signed ("Schedule Effective Date"). If CenturyLink and Customer have not executed a Custom Solutions and Services Schedule, then the standard Custom Solutions and Services Schedule, a copy of which is available upon request, will govern the applicable Statements of Work ("SOWs") and SOW Change Requests. This Schedule is governed by and incorporates by reference the CenturyLink Master Service Agreement or other service agreement executed between the parties, or the then current standard CenturyLink Master Service Agreement if no agreement has been executed. This Schedule, any attached or incorporated documents, Statements of Work ("SOWs"), SOW Change Requests, and the applicable agreement between CenturyLink and Customer collectively comprise the agreement between the parties ("Agreement"). Capitalized terms used and not otherwise defined in this Schedule will have the meaning set forth in the Agreement.

2. Services and Acceptance. This Section replaces the Orders section in the Agreement for Services purchased under this Schedule. CenturyLink will provide the professional, consulting, analytical, design, technical, implementation, management, and security services ("Services") identified in the applicable statement of work ("SOW") pursuant to the Agreement. Services are provided by the CenturyLink affiliate identified in the SOW; and CenturyLink may utilize its own employees or subcontractors and may change, modify, or replace any of CenturyLink network hardware, software, or equipment used to deliver Services. Customer will comply with the responsibilities identified in the SOW or a SOW Change Request. CenturyLink's performance will be excused where the Services are contingent upon Customer's performance until Customer complies with its responsibilities; CenturyLink 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. Except as otherwise provided in a SOW, Services will be deemed accepted unless Customer provides written notice of any deficiency to CenturyLink within three business days after commencement of work or delivery of the Services, including phased delivery of Service, if applicable (the "Acceptance Period"). Such notice must detail and demonstrate the deficiency to CenturyLink's reasonable satisfaction. CenturyLink will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. CenturyLink will delay billing until Services are accepted.

3. Service Term. The Services will continue for the term specified in the applicable SOW ("Service Term"), unless terminated by either party pursuant to the terms of the Agreement or this Schedule.

4. Charges; Payment. This Section replaces the Commencement of Billing section in the Agreement. Subject to the Services and Acceptance section above, the Service Commencement Date for Services is the date CenturyLink begins performing Services or as specified in a SOW. Customer will pay all charges (including reasonable travel and living expenses and third-party charges) and any progress payments as set forth in a SOW and all applicable Taxes and Fees. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges. "MRC" means monthly recurring charge, and "NRC" means non-recurring charge. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink 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 <http://www.centurylink.com/taxes>.

5. Termination. This Section replaces the Cancellation and Termination Charges section in the Agreement. Either party may terminate a SOW upon 30 days prior written notice. Cancellation charges will be identified in the SOW. Customer will remain liable for charges accrued but unpaid as of the termination date.

6. Limitations; Disclaimer of Warranties. CenturyLink will not be liable for any damages incurred by Customer or third parties resulting from Customer's non-compliance with any standards which apply to Customer. Each party's total aggregate liability arising from or related to the Services will be limited to the total charges paid or payable under the SOW that gave rise to the claim, except that Customer remains liable for its obligations under the "Charges; Payment section" and any Customer-specific indemnification obligations. Customer's sole remedy for any dissatisfaction in the performance of any of the Services is the SLA, if applicable, or to terminate the relevant SOW. THE SERVICES, INCLUDING ANY DELIVERABLE AND ANY OPEN SOURCE 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 OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) THE SERVICE OR ANY DELIVERABLE 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 BE CORRECTED; (C) ALL RISKS, POTENTIAL SECURITY AND COMPLIANCE GAPS WILL BE ACCURATELY IDENTIFIED; OR (D) THAT THE SERVICES AND DELIVERABLES SHALL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE OR EFFECTIVE IN ACHIEVING CUSTOMER'S SECURITY AND COMPLIANCE RELATED OBJECTIVES.

7. Compliance and Security. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect data transmitted or processed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink 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.

8. Intellectual Property; Software.

8.1 Intellectual Property. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. Except as expressly set forth below with respect to Document Deliverables, Customer Technology and Content, nothing in this Schedule or the performance thereof

CUSTOM SOLUTIONS AND SERVICES SCHEDULE

conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

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

8.3 Software. Customer agrees that any third-party software including any corresponding documentation, provided to Customer by CenturyLink in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. Any software (including related documentation) that may be provided by CenturyLink or its third party licensors to Customer may only be used by Customer in connection with the Services. 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. CenturyLink may require Customer to purchase vendor supported upgrades at an additional cost where needed for CenturyLink's continue provision of Services; CenturyLink may charge Customer for support or additional tasks incurred from Customers' continued use of an unsupported configuration. Customer's failure to do so may result in CenturyLink's inability to provide the Services and CenturyLink will have no liability in such events.

8.4 Third Party 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; and (b) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software Customer acknowledges that Customer's failure to perform any of the foregoing responsibilities (a)-(b) may result in CenturyLink's inability to provide the Services, in which case, CenturyLink will have no liability for failure to provide such Services. To the extent required by CenturyLink to provide the Services pursuant to an applicable SOW, Customer grants to CenturyLink a non-exclusive, non-transferable, royalty-free license to use Customer Technology and Content, and to sublicense Customer Technology and Content to CenturyLink subsidiaries and affiliates and any third parties providing all or part of the on behalf of CenturyLink. All right, title and interest in and to any Customer Technology and Content will remain solely with Customer, its affiliates and their licensors. "Customer Technology and Content" means the technology, content and other information of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world.

8.5 Freedom of Action. Nothing in the Agreement will preclude CenturyLink 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 CenturyLink is in compliance with confidentiality obligations under the Agreement.

9. Letter of Agency. If applicable, upon the execution of an applicable SOW, Customer will sign a Letter of Agency giving CenturyLink the limited authority to directly notify the appropriate vendor for the purpose identified in the Letter of Agency. Customer may terminate this authorization at any time upon notice to CenturyLink. If applicable, Customer shall also provide its vendors with a letter (with a copy to CenturyLink) acknowledging CenturyLink's role as Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer shall provide CenturyLink with a copy of any contractual commitments between Customer and its vendor that CenturyLink must be aware of or comply with in order to dispatch such vendor accordingly.

10. 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

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

12. Non-solicitation. Customer or its third party will not knowingly solicit or recruit for employment or hire any CenturyLink Resource for one year following the termination of a SOW for which the CenturyLink Resource performed work for Customer, except that Customer may recruit or hire a CenturyLink Resource identified by Customer solely as a result of the CenturyLink Resource's response to a non-specific, general advertisement by Customer. "CenturyLink Resource" means an employee, consultant or contractor assigned by CenturyLink to perform the Services.

13. Miscellaneous. Customer will defend and indemnify CenturyLink, its affiliates, agents, and contractors against all third party

CUSTOM SOLUTIONS AND SERVICES SCHEDULE

claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising from the actions of Customer and its employees as related to the Services or CenturyLink Resources. 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. In the event of a conflict between the terms of the Agreement, this Schedule, any SOW and any Change Request, the order of priority will be the SOW Change Request, the SOW, this Schedule, and then the Agreement. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling Services provided pursuant to this Schedule or any SOW without the express written consent of CenturyLink and, if applicable, CenturyLink's subcontractor. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request. CenturyLink and its affiliates or subcontractors may use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) for the sole purpose of: (i) providing and managing the Services; (ii) fulfilling obligations related to the Services under this Schedule and the Agreement; and (iii) complying with applicable law governing the Services.

CenturyLink

>>CUSTOMER<<

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title