

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

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

**1. Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

**2. Service.** Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. Additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **INTERNET SERVICES – SERVICE SCHEDULE**

**3. Order(s).** Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

**4. Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

**(a)** Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for "Off-net" Service, third party termination charges for the cancelled Service; (2) for "On-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Lumen and its affiliates.

**(b)** Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

**5. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (2) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. Lumen may re-provision any local access circuits from one Off-net provider to another or to the Lumen owned and operated network (On-net), and such changes will be treated as scheduled maintenance.

**6. Service Levels.**

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

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

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

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

**8. Default.** If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

**9. Liabilities and Disclaimers.**

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

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

**10. Billing and Payment.**

**10.1 Commencement of Billing.** Unless otherwise set forth in a Service Attachment, Lumen will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Lumen within three days after delivery of the Connection Notice that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

**10.2 Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Lumen may charge administrative fees where Customer's payment and invoice preferences deviate from Lumen's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

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

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

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

**10.5 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

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

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

**13. Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**14. International Services.** For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**15. General Terms.**

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

**15.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

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

**15.4 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [billing@lumen.com](mailto:billing@lumen.com). Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

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

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

**15.6 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party’s prior written consent.

**15.7 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State in which Customer’s principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen’s delivery or Customer’s use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Lumen is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s).

**15.8 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

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

**City of Clearwater**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Customer’s Address for Notice:  
Customer’s facsimile number (if applicable):  
Person designated for notices:

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

**1. General.** "Lumen" is defined for purposes of this Service Schedule as Centurylink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Dedicated Internet Extension or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

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

**2. Services.**

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

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

**2.2 Billing Types.**

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

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

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

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

**2.3 On-Net and Off-Net Access.** Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

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

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

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

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

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

### **3. Customer Responsibilities.**

**3.1 Charges.** Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types.

**OMR #:**

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

Construction charges apply if special construction is required to extend Service to the demarcation point. If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

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

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

**4. Reserved.**

Updated: October 31, 2023