



## DATA CENTER FACILITY SERVICES SERVICE SCHEDULE

**1. General.** "Lumen" is defined for purposes of this Service Schedule as an EMEA Lumen Technologies legal entity that is now a member of the Colt group of companies (Colt Group Holdings Limited, Colt House, 20 Great Eastern Street, London, EC2A 3EH, United Kingdom, registered in England and Wales, under company number 11530966. Corporate and contact information can be found at <https://www.colt.net/legal/colt-group-of-companies>). This Service Schedule is applicable only where Customer orders Data Center Facilities Services ("Services") and incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides services to Customer (the "Agreement"). Data Center Facility Services may also be designated as Lumen Colocation in Orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule also applies where Customer orders Lumen Cross Connect Service and may be designated as Cross Connect Service (or Stand Alone Cross Connect Service) in Orders, order acceptance, service delivery, billing (and related) documents. Cross Connects are also considered "Services" for purposes of this Service Schedule. Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order. **The Master Service Agreement (MSA) NEO Colt applicable to the EU Perimeter shall be governed by the laws of the Netherlands or Belgium, as appropriate.**

**1.1 Additional General Terms.** These additional terms apply only if they are not already included in your Agreement. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. 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 cost on to Customer. If Lumen does so, Customer may terminate the affected Service on written notice to Lumen delivered within 30 days of the cost increase taking effect.

All invoices will be issued to the Customer and paid in the currency specified in the Order. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

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

## 2. Service Description.

**2.1 Grant of License.** Customer is granted the right to install or collocate Customer Equipment in and occupy the Space identified in the Order during the Service Term (unless earlier terminated as set forth in this Service Schedule or in the Agreement). Lumen retains the right to access Space for any legitimate business purpose at any time. Nothing in this Service Schedule creates or vests in Customer (or in any other person) any leasehold estate, easement, ownership interest, or other tenant or real property right or interest of any nature in the Facilities. Customer expressly disclaims any right, title or interest in, or any perpetual right to use, the Facilities, the Space, and any equipment or other property in the Facilities.

**2.2** Customer Equipment will comply with the Documentation and any equipment criteria applicable to each Facility, a copy of which will be provided to Customer upon request, and if requested Customer will demonstrate compliance to the satisfaction of Lumen. Customer will ensure that Customer Equipment is physically segregated, in a manner satisfactory to Lumen, from equipment of Lumen, its suppliers or other customers.

**2.3 Use of and Access to Space.** Customer may only use the Service and the Space for its, and its affiliate's internal business purposes and not for resale, remarketing or redistribution. Placement of Customer Equipment in the Space or use of the Service for any other purpose is strictly prohibited. Customer or Customer's employees, agents, contractors or other third parties who access any Facility on Customer's behalf ("Authorized Contacts") must be designated in writing. Customer will ensure that Authorized Contacts are under confidentiality obligations no less restrictive than those imposed on Customer by Lumen in the Agreement. Generally, Customer and its Authorized Contacts may access the Space on a 24/7/365 basis, subject to any and all rules, regulations and access requirements governing access at each Facility. Certain Facilities, as identified in the applicable Documentation, may limit access to Space if its non-segregated or may require pre-arranged escorted access during normal business hours.

Access policies and procedures (including procedures for emergency access) vary between Facilities, and will be set out in the applicable Documentation. Customer will maintain the Space in an orderly and safe condition.

If Customer contracts for installation or maintenance by a third party, Customer will notify Lumen in writing of the identity of and authorization for its third party. Approval of a nominated third party is within the absolute discretion of Lumen. If approved, the provision of access to such third-party maintenance providers will be subject to these terms and conditions, the applicable Documentation and any other safety, security and access rules of Lumen.

## 2.4 Cross Connect Services.

**2.4.1** Customer will be solely responsible for arranging the provision of any third party connectivity; provided however all Cross Connect Services are subject to the terms of this Section 2.4.

**2.4.2** Lumen Cross Connect Service will be provided from a Lumen provided panel within the Facility to the applicable Space (and not directly to Customer Equipment or facilities). Customer Commit Dates or Service Commencement Dates do not apply to Cross



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Connect Services. Upon request of Customer at the time of submission of the applicable Order, and subject to availability of panels within the Facility, Lumen will interconnect the Cross Connect Service directly to Customer Equipment or facilities within the Facility; provided, however, Lumen will not be liable to Customer or any third party for any loss or damage to Customer Equipment or facilities arising out of the direct interconnection.

**2.4.3** If a Cross Connect Service is terminated for any reason (including expiry of any applicable Service Term), Customer will, within fifteen (15) days of the effective date of termination, take all reasonable steps to effect an orderly disconnection of the Cross Connect Service, including but not limited to withdrawing, terminating and/or revoking any applicable Circuit Facility Assignment ("CFA") obtained through a local access provider. If Customer fails to do so within the specified time limit, Customer (i) authorizes Lumen to disconnect the applicable third party local access circuit(s) from its network and to instruct the local access provider on Customer's behalf to remove the CFA from Lumen's shared or dedicated facilities; and (ii) agrees to reimburse Lumen for any charges levied by the local access provider until the local access circuit and any CFA is removed.

### **2.5 Power.**

**2.5.1** Any request for power beyond that which was agreed in the initial Order is subject to availability and prior written approval by Lumen, in its sole discretion, and may be conditioned on additional terms and conditions. If Customer exceeds the applicable maximum contracted power and for the avoidance of doubt, means up to 80% of the installed breaker amount for 1 consecutive hour or more and Customer does not immediately reduce (and thereafter continually maintain) its power consumption at a level below the maximum contracted power within 5 days of written notice by Lumen, then Lumen may, at its option, either immediately increase the monthly recurring charges or power charges payable by Customer for the affected Space or Suspend providing power to Customer until Customer has reduced its power consumption to contracted levels. The above notwithstanding, if Customer's power consumption in excess of the applicable maximum contracted power creates, in Lumen's reasonable opinion, an unsafe or hazardous environment (including threatening the safe, continued operation of any part of the Colocation Area or Facility) or if Customer's excess power consumption is recurring, then Lumen may immediately Suspend providing power to Customer until Customer has cured the issue and has provided Lumen adequate assurances that such issues will not recur.

Subject to availability and the prior written approval of Lumen, including approval of equipment type, design and manner of installation, Customer may provide a rack mounted UPS unit to provide conditioned AC power at certain Facilities. Lumen assumes no responsibility or liability for the operation or performance of this equipment. Customer has sole liability for this equipment and Service Levels or SLAs are not applicable.

**2.6 Maintenance.** Lumen will perform janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain the Colocation Area in a condition that is designed to be suitable for the placement of Customer Equipment. Lumen will maintain the Colocation Environment applicable to the Facility at all times. Customer will (i) install Customer Equipment in a Hot Aisle Cold Aisle configuration; (ii) maintain the Space in an orderly and safe condition; and (iii) will return the Space to Lumen at the conclusion of the Service Term in the same condition (reasonable wear and tear excepted) as when the Space was delivered to Customer.

**2.7 Relocation and Changes.** Lumen reserves the right (at Lumen's reasonable cost) to move the location of or change configuration of the Space licensed to Customer, provided that Lumen will not arbitrarily require such moves or changes. Lumen and Customer will work in good faith to minimize any disruption in Customer's services that may be caused by changes in location or configuration of the Space. If any change (e.g., any changes in the configuration, build-out of the Space) at Customer's request after submission of the Order and Lumen's acceptance of such Order results in a delay of Lumen's delivery of Space, billing for Space will commence no later than the original Customer Commit Date or Service Commencement Date, as applicable.

**2.8 Storage of Customer Equipment.** Lumen may, at its option, agree to store Customer Equipment that Customer intends to colocate in the Space for not more than 45 days prior to the applicable Customer Commit Date, or Service Commencement Date, as applicable. Storage of equipment is purely incidental to the Service ordered and Lumen will not charge Customer a fee for storage. No document delivered as part of storage will be deemed a warehouse receipt. Absent Lumen's gross negligence or intentional misconduct, Lumen will have no liability to Customer or any third party arising from storage (including damage to or loss of Customer Equipment). If Customer stores Customer Equipment for longer than 45 days, Lumen may return Customer Equipment at Customer's sole cost and expense.

**2.9 Service Levels.** The Service Levels are not available until the Service Commencement Date. 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 MRC for the affected Service. Service Levels do not apply to Excused Outages or periods of Suspension.

**2.9.1 Colocation Installation Service Level.** Lumen will exercise commercially reasonable efforts to install any Space on or before the Customer Commit Date or Service Commencement Date, as applicable. This Installation Service Level will not apply to Orders that contain incorrect information supplied by Customer, Orders that are altered at Customer's request after submission and acceptance by Lumen, or Orders that require Lumen to configure Space to specifications other than Lumen's standard specifications for Space (such standard specifications will be made available to Customer upon request). If Lumen does not meet this Installation Service Level for a particular Space for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to the charges for one (1) day of the MRC for the affected Space for each day of delay, up to a monthly maximum credit of four (4) days.

**2.9.2 Power Service Level.** The Service (exclusive of Cross Connects) is provided with a Power Availability Service Level of 100% during a calendar month. If any outage of Lumen provided conditioned power (power provided with UPS or DC battery backup



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systems) to the Space for reasons other than an Excused Outage occurs, Customer will be entitled to a service credit equal to a percentage of the MRC for the affected Space as set forth in the following table:

Cumulative duration of power outage (in hrs:mins:secs)	Lumen Provided Conditioned AC or DC Power Service Level Credit stated as a credit equal to a % of MRC
00:00:01 – 00:05:00	2.5%
00:05:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

In order to be eligible for Power Availability Service Level, Customer will (i) maintain and utilize primary and redundant power sources and equipment capable of operating at 100% of load, without sustaining an outage solely caused by power being lost to just one of the two power sources; (ii) use cabling that meets national electrical and fire standards and any other required specifications; (iii) connect its Customer Equipment directly into both the A power source and the B power source; (iv) not permit power utilization to exceed the power rating identified in the Service Order; and (v) maintain all Customer Equipment in compliance with the electrical regulations of the region where the Customer Equipment is installed.

Any Lumen provided unconditioned power (i.e. power provided without Lumen operated UPS or DC battery backup systems and/or power solely conditioned by customer provided UPS systems known as “House Power”) is not covered under this or any Service Level Agreement.

**2.9.3 Environmental Service Level Agreement.** With respect to any Space, Lumen will use commercially reasonable efforts to maintain the “Maximum Temperature Level” and “Maximum and Minimum Humidity Levels” specifications set forth below.

### Environment Levels.

Facility	Maximum and Minimum Humidity Levels	Maximum Temperature Levels*
A Facility designed to support >3kW cabinets or racks	30% to 70%	78 °F (26 °C)**
A Facility designed to support <3kW cabinets or racks.	20% to 80%	85 °F (29.5°C)**
ILEC Central Offices	15% to 80%	85 °F (29.5°C)**

\* Measured 6’6” (78 inches or 1.98 meters) above the finished floor, and 8” (0.203 meter) in front of Customer Equipment on the Cold Aisle.

\*\*or such other Maximum Temperature Level as mandated by or resulting from applicable local law.

A “Temperature Service Level Failure” will occur as a result of the temperature falling outside the ranges outlined in the table above, for at least sixty (60) consecutive minutes in either case for reasons other than an Excused Outage. If a Temperature Service Level Failure occurs two or more times during any calendar month then, subject to the terms of this SLA, Customer will be entitled to a Service Credit in a amount equal to 1/30<sup>th</sup> of the MRC paid by Customer for the affected Services in the month that the Temperature Service Level Failure occurred.

A “Humidity Service Level Failure” will occur as a result of the humidity falling outside the ranges outlined in the table above, for at least sixty (60) consecutive minutes for reasons other than an Excused Outage. If a Humidity Service Level Failure occurs two or more times during any calendar month then, subject to the terms of this SLA, Customer will be entitled to a Service Credit in an amount equal to 1/30<sup>th</sup> of the MRC paid by the Customer for the affected Services in the month that the Humidity Service Level Failure occurred.

### 2.9.4 Process.

If Customer suspects Lumen does not meet the parameters set forth in the Environmental Service Level, Customer will promptly open a trouble ticket which must include sufficient details, including any Customer provided metrics, and the date, time and location within the Space supporting’s Customer’s suspicion that Lumen did not meet the Environmental Service Level (“Incident Report”).

Lumen will review the details of the Incident Report and determine, in its reasonable discretion, whether Lumen did not meet the applicable Environmental Service Level (“Validation Process”). If the results of the Validation Process indicate that Lumen failed to meet the Environmental Service Levels for reasons other than an Excused Outage (“Triggering Event”), Lumen will work with Customer in good faith to restore the Space to parameters compliant with the Environmental Service Level (“Resolution”).



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All requests for Service Credits must be sent to Lumen within 30 days of the conclusion of the month in which the Service Level Failure(s) occurs. Service Credits requested in accordance with this Section will be issued once validated by Lumen. Lumen will use commercially reasonable efforts to apply Service Credits towards the next invoice Customer receives. Customer will waive any right to Service Credits not requested within the 30 day window.

### 2.9.5 Limitations.

In no event will the total Service Credits accrued in any single month exceed, in the aggregate across all Service Levels and events, 100% of the invoiced amount for the affected Service. The Service Levels provide Customer's sole and exclusive remedies for any Service interruptions, outages, deficiencies, or failures of any kind.

**3. Customer Responsibilities.** Customer's failure to meet the responsibilities in this section, and any additional responsibilities identified in any applicable Service Attachment, may result in Lumen's inability to provide the Service(s) to Customer and Lumen will not be liable for any failure to perform, including any SLAs in the event of Customer's failure.

**3.1 Billing.** In lieu of any similar billing, service term and/or termination clauses in the Agreement, the following terms will apply:

**3.1.1 Charges.** Customer will pay the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and any applicable power or per KW charges, on a breakered amp load basis, a metered usage basis, or a kilowatt basis as set forth on the Order beginning on the Service Commencement Date. Notwithstanding anything to the contrary including any provision in any document that indicates rates are fixed for the Initial Service Term, Lumen reserves the right to increase the rates associated with existing Service upon thirty (30) days prior written notice to: (i) power charges or the power related portion of the MRCs (taking into account, amongst other things, Lumen's costs of obtaining power); and (ii) all other MRCs and NRCs, such right to be exercised on or around 1 January every calendar year (or such other date as Lumen communicates to the Customer), in order to implement an annual escalator of 3%. 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 will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

The Service Commencement Date is (i) the date the Customer is notified the Service is installed and made available for Customer's use; (ii) the date in which Lumen will commence billing; and (iii) the date in which the Initial Service Term commences.

Customer acknowledges that it may receive multiple invoices based on the Facility selected by Customer.

### 3.2 Service Term; Termination.

Services have a minimum term which begins on the Service Commencement Date and continues for the period set forth in the relevant Service Order ("Initial Service Term"). At the end of the Initial Service Term, Service will automatically renew on a month to month basis (each a "Renewal Term"), unless terminated by either party in writing at least thirty (30) days prior to the expiration of the then-current Service Term. The Initial Term and any Renewal Terms are collectively referred to as the "Service Term".

**3.2.1 Termination of Use.** Lumen will have the right to terminate Customer's use of the Space and associated license and/or the Service if: (a) Lumen's rights to use the Facility in which the Space is located terminates for any reason; (b) Customer is in default as such term is defined in the Agreement; (c) Customer makes any material alterations to the Space without first obtaining the written consent of Lumen; (d) Customer allows personnel or contractors access to the Facilities who have not been approved by Lumen in advance; or (e) Customer or any of its agents or employees' failure to comply with mandatory compliance provisions in the Documentation. With respect to items (b), (c) (d) and (e), unless in Lumen's opinion, Customer's actions interfere or have the potential to interfere with other Lumen customers (in which case termination may be immediate), Lumen will take commercially reasonable steps to provide Customer a written notice and a 10-day opportunity to cure before terminating Customer's rights to the Space, notwithstanding any longer cure period set forth in the Agreement.

If Customer terminates an ordered Service prior to its Service Commencement Date, Customer will pay a cancellation fee equal to: (a) one month's MRC for the terminated Service; plus (b) all out of-pocket costs incurred by or imposed upon Lumen (e.g., ordered equipment, licenses, carrier termination charges).

Notwithstanding anything to the contrary in the Agreement, if any Service is terminated after the Service Commencement Date, either by Lumen for Customer default or by Customer for any reason other than default, prior to the conclusion of the Initial Service Term, then Customer will be liable for an early termination charge equal to (a) one hundred percent (100%) of the remaining monthly charges for the first year of the Initial Term (if any) for the terminated Service, plus (b) fifty percent (50%) of the remaining monthly charges for the second year and any subsequent remaining years (if any) plus (c) Service charges accrued but unpaid as of the termination date. If Customer does not provide at least thirty days' notice prior to the expiration of a then current Renewal Term or if Customer terminates a Service with a Renewal Term of twelve months or longer, the termination charge will be equal to twenty-five percent (25%) of the remaining monthly charges for such Renewal Term.

**3.3 Release of Landlord.** If and to the extent Lumen's underlying leases so require, Customer hereby agrees to release Lumen's landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to the Colocation Area (and the Facility in which it is located) and Customer's use and/or occupancy of the Space.

**3.4 Security.** Lumen will provide and maintain in working condition card readers, scanners and/or other access devices as selected by Lumen for access to the Facility and/or Colocation Area. Customer will under no circumstances bypass the Lumen security measures for the Facility, Colocation Area or Space. Lumen will provide a locking mechanism for the Facility, Colocation



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Area or Space, and Customer will be solely responsible for locking and/or activating the mechanism. Customer will be responsible for any damages caused by unauthorized access to any Facility through access cards, keys or other access devices provided to Customer. Customer will be responsible for the cost of replacing any security devices lost or stolen after delivery to Customer.

**3.5 Rules and Procedures.** Customer will abide by the Documentation and any other posted or otherwise communicated rules including, but not limited to those policies, procedures, security measures, and guidelines made available to or posted at the applicable Facility. Access policies and procedures (including procedures for emergency access) vary between Facilities.

**3.6** Customer is responsible for selecting, supplying, installing and maintaining Customer Equipment used in connection with the Service.

**3.7** If Lumen reasonably believes that Customer, any Customer Equipment or an Authorized Contact is not complying with this Service Schedule, including mandatory compliance provisions in the Documentation, Lumen will notify Customer and Customer will take prompt action to eliminate the risk or non-compliance. If non-compliance is not remedied within a reasonable time or if Lumen reasonably believes material non-compliance to be an imminent threat of either (i) materially interfering with or harming the Lumen and/or third party infrastructure and/or the Services; and/or (ii) harm or damage to Lumen, Customer or third party personnel or equipment, Lumen may either immediately Suspend and/or restrict access to the affected Services or take appropriate action itself, including accessing the Space, upon notice to Customer. Lumen may immediately terminate the affected Service upon notice if non-compliance is recurring. Customer's payment obligations will apply during any period of Suspension.

**3.8 Removal of Equipment.** Within 10 days following the expiration or termination of the Service Term for any Space, Customer will remove all Customer Equipment from the Space. If Customer fails to remove the Customer Equipment within such 10-day period, Lumen may, at its option, either (i) deem the equipment abandoned and disconnect, remove and dispose of such equipment without prior notice. Lumen may charge Customer and Customer will pay Lumen's reasonable expenses related to the retention, removal, abandonment, storage and/or disposal of the Customer Equipment, including any Customer installed cabinets or racks; or (ii) continue to charge Customer for use of Space (i.e., an amount in Lumen's discretion which may be up to the previously applicable MRC) until the Customer Equipment is removed. Lumen will not be obligated to release Customer Equipment to Customer unless Customer has paid all applicable charges, costs and expenses and all other charges due and owing by Customer to Lumen under the Agreement, including applicable early termination charges. Lumen will not be liable for any loss or damage incurred by Customer arising out of Lumen's disconnection, removal, storage or disposal of Customer Equipment.

**3.9 Sublicenses.** Customer may sublicense the use of Space in certain Facilities to an affiliate of Customer upon prior written notice to Lumen; provided that sublicensees will abide by and are subject to the terms of the Agreement, this Service Schedule and the applicable Order and the acts and omissions of any sublicensee of Customer will be attributable to Customer for the purposes of the Agreement, this Service Schedule and the applicable Order. If Customer sublicenses use of Space in violation of these terms, Lumen may upon 10 days' prior written notice, reclaim the sublicensed portion of the Space and terminate the Service for Customer default. No refunds will be made to Customer regarding reclaimed Space.

**3.10 Insurance.** Prior to occupancy by Customer of any Space and during the Service Term, Customer will procure and maintain, at its cost, the following minimum insurance coverage: (a) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction (including Employer's Liability with limits of \$500,000, or local currency equivalent, each accident); (b) Commercial General Liability with combined single limits of \$3,000,000, or local currency equivalent, each occurrence, which may be satisfied through primary and umbrella liability policies so long as coverage is at least as broad as the primary coverage; and (d) "All Risk" Property insurance covering all personal property located by the Customer in the Colocation Area. Customer acknowledges that it retains the risk of loss for, loss of (including, without limitation, loss of use), or damage to, equipment and other personal property located by or on behalf of the Customer in a Facility. Customer further acknowledges that Lumen's insurance policies do not provide coverage for personal property located by or on behalf of the Customer in a Facility.

All coverage required above will be placed with insurance companies assigned a current Financial Strength rating of at least A- and Financial Size Category of VII or better by A.M. Best Company (or an equivalent rating from a similar rating agency approved by Lumen). Customer's Commercial General Liability and Umbrella policies will be endorsed to show Lumen (and any underlying property owner, as requested by Lumen) as an additional insured. Customer will waive and/or cause its insurance carriers to waive all rights of subrogation against Lumen which will include, without limitation, an express waiver in all insurance policies. All insurance required of Customer in this Service Schedule will be primary to, and not excess of or contributory with any insurance carried by Lumen.

Customer will furnish Lumen (or Lumen's written designee) with certificates of insurance demonstrating that Customer has obtained the required insurance coverage prior to use of any Facility and maintain current evidence of such throughout the Service Term. Certificates will contain a statement that the insurance coverage will not be cancelled without at least 30 days' prior written notice to Lumen. Certificate(s) of insurance will be issued and delivered to Lumen.

Customer will require any contractor, customer or other third party entering the Colocation Area on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer above and provide evidence of such upon request by Lumen.

**3.11 Promotional Signage.** Customer may display a single promotional sign with Customer's name and/or logo on the outside of any Space; provided signage does not exceed 20 centimeters by 28 centimeters. All other promotional signage is prohibited.

## 4. Additional Service Limitations and Disclaimers.



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**4.1 Eminent Domain.** If any Facility becomes the subject of a taking by eminent domain by any authority having such power, Lumen will have the right to terminate any or all of the affected Services without liability; provided, however, that Lumen will provide Customer with as much notice as reasonably practicable under the circumstances to move Customer to another, comparable Facility prior to exercising such termination right.

**4.2 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED UNDER AN APPLICABLE SLA, THE SERVICES ARE DELIVERED AND PROVIDED "AS IS" AND LUMEN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY OF THE SERVICES PROVIDED IN THIS SERVICE SCHEDULE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE.

**4.3 Indemnification.** Customer will defend and indemnify Lumen, its affiliates, agents, contractors and third party providers against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees resulting from or arising out of (i) any personal injury or death or property loss or damage that is alleged to have been caused by Customer or its Authorized Contacts or any Customer Equipment; or (ii) unauthorized modifications to or resale of the Services, or use of the Services in violation of this Service Schedule, including any applicable policies or Documentation; or (ii) any negligence, act or omission of any sublicensee or its agents.

## 5. Definitions.

"Colocation Area" means the location within a Lumen Facility in which Space ordered by Customer is located.

"Contracted Square Feet" or "Contracted Square Meter" or a similar reference in applicable Orders means, with respect to a Private Suite, the total floor space enclosed within and up to the caged walls of the Private Suite.

"Cross Connect Service" or "Cross Connect" means a copper or fiber optic cabling cross-connected between Lumen provided Space (i.e., cabinets, racks, and/or suites), other Lumen provided services and/or third party provided services that terminate within the Facility. Cross Connect Services will be provided in conjunction with each Order for Services, subject to certain exceptions identified in the Order.

"Customer Equipment" means telecommunications networking and/or other equipment or devices, including third party equipment used in connection with the Service that is selected, provided, and maintained by Customer and not provided by Lumen.

"Documentation" collectively means the data center operation policies and requirements that may vary by geographical region that Customer, its Authorized Contacts and all Customer Equipment and any related materials will comply with, including the Lumen Facilities User Guide, a copy of which is available upon request, and any similar user guides or materials made available. Customer will not remove, alter, obscure or fail to reproduce any proprietary notices of Lumen, its third party providers or suppliers, as applicable on any Documentation.

"Excused Outage" will also mean, for purposes of this Service Schedule, the Service Levels will not apply, and Customer will not be entitled to receive a credit under the applicable Service Level, for (a) the acts or omissions of Customer, its employees, contractors, agents or end users; (b) Regularly Scheduled Maintenance or emergency maintenance, alteration or implementation; (c) unavailability of required Customer personnel or the inability of Lumen to contact Customer related to the Service, including as a result of failure to provide Lumen with accurate, current contact information (including email) and an up to date escalation list; (d) any other circumstance specified in the Documentation; (e) any failure in internet and/or bandwidth connectivity; (f) Customer is in breach or fails to fulfill any of its responsibilities or obligations as detailed in the Agreement, this Service Schedule, the Documentation, or any documents incorporated by reference in this Service Schedule and/or any other guidelines or policies applicable to the Service; and (g) the failure or malfunction of equipment, applications or systems not owned or controlled by Lumen or any third party providers.

"Facility" or "Facilities" means a Lumen owned or leased data center, or Point of Presence (POP). The differences between Facilities may be more fully described in the Documentation.

"Hot Aisle Cold Aisle" means the arrangement of Customer Equipment where the equipment air intake is facing a common aisle ("Cold Aisle"), and the air exhaust of the equipment faces the alternate common aisle ("Hot Aisle"), as designated by Lumen.

"ILEC Central Office" is a Facility designated for Incumbant Local Exchange Carriers. Additional terms and conditions associated with an ILEC Central Office will be required.

"NRC" means non-recurring charges or one time charges.

"Order" means a relevant ordering document signed by Customer and accepted by Lumen. An Order may also be referred to as a Quote, Order Form, Customer Order or Service Order.

"Portal" refers to the Lumen portal located at <https://controlcenter.colt.net/login> or such other portal as may be designated by Lumen from time to time.

"Regularly Scheduled Maintenance" means, for purposes of this Service Schedule and in lieu of any other similarly defined term in the Agreement, any scheduled maintenance performed to the Service. Regularly Scheduled Maintenance will not normally result in Service interruption. If Regularly Scheduled Maintenance requires an interruption, Lumen will: (a) provide Customer seven (7) days'



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prior written notice; (b) work with Customer to minimize such interruptions; and (c) use commercially reasonable efforts to perform maintenance between midnight and 6:00 a.m. local time where the Facility is located. Emergency maintenance may be performed on less or no notice.

"SLA" or "Service Level Agreement" or "Service Level" means the Service Level Agreements applicable to the Data Center Facility Services provided in this Service Schedule and pursuant to the relevant Service Order which provides Customer's sole and exclusive remedies for any quality or performance deficiencies or failures of any kind (e.g., availability).

"Space" means the location(s) within the Colocation Area where Customer is permitted to colocate Customer Equipment, as set forth in an Order accepted by Lumen. The types of Space generally offered by Lumen are (i) "Cabinets" – a single rack enclosure with locking front and rear doors generally located in a common area of the Colocation Area; and (ii) "Private Suites" – an area of floor space enclosed by mesh fence or steel partition walls containing cabinets and which is dedicated to a single customer.

"Suspend" or "Suspension" means Lumen's suspension of the Service as permitted by this Service Schedule or as otherwise allowed under the Agreement.