

Lumen DefenderSM Managed Rules Terms of Use

1. General. These Terms of Use ("Terms of Use") for Lumen Defender Managed Rules govern your ("Customer's") use and access of the Managed Rules Service ("Managed Rules" or "Managed Rules Service") and are between you (the entity or individual making use of the Managed Rules Service) and CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities ("Lumen"). YOU ACKNOWLEDGE THAT YOU ARE AUTHORIZED TO EITHER SIGN OR CLICK TO ACCEPT THESE TERMS. The Effective Date is the date/time this Scheduled is accepted on the applicable third party marketplace. If Customer does not agree to all of these terms, Customer shall discontinue any use or access of the Managed Rules Services immediately. These Terms of Use are subject to change without notice.

1.1 Additional General Terms. These Terms of Use may also be referred to as a "Service Schedule" or "Schedule". These terms incorporate by reference and are governed by a Lumen or CenturyLink Master Service Agreement, or other service agreement executed between the parties, or the then current standard Lumen Master Service Agreement if not executed as of the Effective Date of this Schedule, copies of which will be made available upon request, (collectively, the "Agreement"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. Order shall also refer to any services used or accessed on the applicable third-party marketplace. If a conflict exists among the provisions of the Service Attachments, the order of priority will be this Service Schedule, the Agreement, the Service Guide, and the Order(s).

2. Services. This Service Schedule applies only when Customer subscribes to Lumen Defender Managed Rules through a Partner Marketplace (e.g., AWS). Lumen Defender Managed Rules is a subscription-based threat intelligence service that provides a curated set of firewall rules powered by Lumen Black Lotus Labs threat intelligence. "Curated" means rules selected by Lumen based on threat intelligence and industry best practices.

The Service enables Customer to access and implement certain rules from a pre-configured rule set that Lumen updates on a commercially reasonable basis, as described in the Service Guide. These rules are designed to help mitigate identified threats and vulnerabilities; however, Lumen does not guarantee that the rules will prevent all threats, vulnerabilities, or security incidents. Customer is solely responsible for selecting, implementing, and maintaining the Managed Rules within its supported network firewall environment. All configurations are performed by Customer and consumed through the applicable Partner Marketplace. Purchases via a Partner Marketplace are subject to the terms of such marketplace, which govern billing and payment.

Service features, technical specifications, and update practices are described in the Service Guide, which Lumen may modify at any time, effective upon posting at: <https://www.lumen.com/en-us/about/legal/digital-platform.html>.

Service Level Commitment. Lumen will use commercially reasonable efforts to maintain regular updates to the Managed Rules. No additional service level commitments or guarantees, including rule accuracy or threat prevention, are provided.

2.1 Service Features. The Service includes the following features:

- (i) Pre-built IP rule-groups associated with Malware, Command-and-Control, and Botnets with severe risk
- (ii) Automatic updates: Rules are maintained and updated by Lumen to address emerging threats
- (iii) Managed Rules Delivery: Rule-groups are managed by Lumen and updated daily
- (iv) Marketplace Integration: Ordering, configuration, and billing via third-party Marketplace

(v) Support: Delivered by Lumen for the managed rule-groups. Details related to this are provided on the Marketplace offer page.

3. Customer Responsibilities. Lumen will not be liable for any failure to perform due to Customer's inability to fulfill Customer's responsibilities and requirements as detailed herein or due to Customer's errors or omissions in setting up the environment.

3.1 Charges.

3.1.1 Effective pricing is available from the Partner Marketplace. Rates are subject to change upon notice. Customer's election to build and activate Service(s) constitutes Customer's acceptance of the applicable pricing. Notwithstanding anything to the contrary in the Agreement, any disputes regarding billing must be resolved using the Partner Marketplace. Customer's election to build and activate Service(s) constitutes Customer's acceptance of the applicable pricing.

3.1.2 Billing for this Service is facilitated through the Partner Marketplace. Customer acknowledges that the Managed Rules Service is a pay-for-use service billed by the Partner Marketplace provider and measured in accordance with guidelines in the Service Guide. Customer is responsible for paying all service fees as calculated by the Partner Marketplace provider in accordance with the terms agreed between Customer and the Partner Marketplace provider.

3.1.3 Customer agrees that monthly invoices may vary based on usage, billing components, other one-time charges, taxes and fees, and the combination of Services deployed; all as solely determined by the Partner Marketplace provider.

3.1.4 Customer is subject to initial and ongoing credit requirements as determined by the Partner Marketplace provider. Notwithstanding anything to the contrary in the Master Services Agreement between Lumen and Customer, any disputes related to rates, billing and payment are solely between the Partner Marketplace provider and Customer.

3.1.5 Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided hardware, software and systems, including third party software, is up to date and supportable. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom.

3.1.6 Customer's Security Policies. Customer acknowledges that Lumen does not manage or maintain any security policy. Customer further acknowledges that it should consider the Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided 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. While Lumen will use reasonable commercial efforts to provide the Services, the Services are otherwise provided "as-is." Customer acknowledges that notwithstanding anything in this Service Schedule, the Service is not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third-parties to create security exposures.

3.2 Service Commencement Date. The Service Commencement Date begins upon purchase of the Services on the Partner Marketplace.

3.3 Term; Renewal; Termination. This Section applies in lieu of any other term, cancellation, and termination section, including any available rights of termination that may be in the Agreement.

3.3.1 Pay as you go Services. Customer may terminate or shutdown any individual Service at any time without liability for early termination charges

3.3.2 Termination of the Service for any reason will not terminate any other otherwise contracted service of Customer on the Partner Marketplace however, Customer remains responsible for all fees and usage charges incurred up to the effective date of termination.

3.3.3 Term Based Services - For Services purchased subject to a Service Term (including fixed-term or subscription agreements), Customer agrees to comply with all applicable contractual terms, including any minimum commitment, monthly recurring or non-recurring payment obligations, and early termination provisions set forth in the Agreement or applicable Order. Termination of any individual Service prior to the end of the Service Term may result in early termination charges or other fees as specified in the Agreement.

3.4 Due to the varying nature of malicious activity, Lumen cannot guarantee that all malicious activities intended will be identified, detected and blocked. Customer must establish and consistently maintain reasonable and adequate security policies and devices for defense of its assets. Customer acknowledges that the Services are regarded as a tool that can be used as part of the Customer's overall security strategy, but not as a total solution. Customer acknowledges that Customer, and not Lumen, is responsible for Customer's own network security policy and security response procedures.

3.5 Customer consents to Lumen and the applicable Partner Marketplace collecting and compiling system and operational metrics data to determine trends and improve service capabilities. Lumen and the applicable Partner Marketplace may associate this data with similar data of other Customers so long as the data is merged in a manner that will not in any way reveal the data as being attributable to any specific Customer.

3.6 Trial Use (If Applicable). From time to time, Lumen may make the Managed Rules Service available to Customer on a promotional, evaluation, or free-trial basis through the applicable Partner Marketplace ("Trial Period"). Any such Trial Period is offered at Lumen's discretion and is subject to the terms of this Section 3.6.

3.6.1 Scope of Trial. During the Trial Period, Customer may access and use the Managed Rules Service solely for Customer's internal testing and evaluation and only within the scope, configurations, usage limits, and duration defined by the Partner Marketplace. The Trial Period may be terminated by Lumen or the Partner Marketplace provider at any time, with or without notice.

3.6.2 Automatic Conversion. Unless Customer terminates its use of the Managed Rules Service through the Partner Marketplace before the end of the Trial Period, Customer acknowledges and agrees that (i) the Managed Rules Service will automatically convert to a paid, pay-as-you-go subscription under the then-current pricing and billing terms listed in the Partner Marketplace, and (ii) all applicable fees and usage charges will begin to accrue immediately upon conversion in accordance with the Partner Marketplace terms. Upon termination or expiration of the Trial Period, unless the Managed Rules Service converts to a paid subscription through the applicable Partner Marketplace, Customer's access to the Managed Rules Service will cease, and Customer must immediately stop using the Managed Rules Service, destroy related resources, and cease any further testing, evaluation, use, distribution, or retention of data or Lumen materials made available through the Trial Period.

3.6.3 Exclusions; No Warranty.

The Managed Rules Service provided during a Trial Period is provided "AS-IS," without any warranties or service level commitments of any kind. Lumen has no liability for failures to deliver, outages, interruptions, defects, errors, inaccuracies, or unavailability in the Managed Rules Service during the Trial Period. Customer's sole remedy for any dis-satisfaction with or failure of, the Managed Rules Service during the Trial Period is to terminate the prior to expiration of the Trial Period.

3.6.4 Responsibilities During Trial. Customer remains solely responsible for selecting and enabling the Managed Rules within its environment and any impacts to Customer systems or data resulting from Customer's use. Notwithstanding the foregoing, if Customer elects to evaluate the Managed Rules Service within its production or production-like environment, Customer acknowledges that it does so at its own risk and remains solely

responsible for the security, configuration, operation, and monitoring of its environment, including any decisions or actions taken in response to rules, outputs, alerts, indicators, or recommendations generated or made available by the Managed Rules Service. Customer is responsible for independently reviewing and validating all such rules, outputs, alerts, indicators, and recommendations before taking action.

3.6.5 No Extension of Term. Trial access does not modify or extend any committed term applicable to other Lumen services.

4. Additional Terms, Service Limitations and Disclaimers.

4.1 Intellectual Property. If Lumen develops or creates any intellectual property as part of Managed Rules (“MR Intellectual Property”), that MR Intellectual Property will be, and remain, the exclusive property of Lumen and will not be considered a work for hire. MR Intellectual Property includes, by way of example, playbooks, runbooks, reports, operational processes, and Lumen configuration settings. Customer will have no right to sell, lease, license or otherwise transfer, with or without consideration, any MR Intellectual Property to any third party or permit any third party to reproduce or copy or otherwise use or see the MR Intellectual Property in any form and will use all reasonable efforts to ensure that no improper or unauthorized use of the MR Intellectual Property is made. Customer will not reverse engineer or de-compile any MR Intellectual Property, unless expressly permitted by applicable law. Customer is expressly prohibited from using any component of the Managed Rules Service or MR Intellectual Property other than as expressly provided for in this Service Schedule.

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

4.3 Additional Disclaimer of Warranty; Liability.

4.3.1 Customer acknowledges the Services endeavor to identify security threats. Customer acknowledges that not all security threat may be identified and if applicable, blocked entirely, in part or rendered harmless. Customer further acknowledges that it should consider the Service as just one tool to be used as part of an overall security strategy and not a guarantee of security. The Service provided in 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. While Lumen will use reasonable commercial efforts to provide the Services in accordance with the Service Schedule, the Services are otherwise provided “as-is.” LUMEN MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED, THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER’S SYSTEMS INVULNERABLE TO SECURITY BREACHES, THAT LUMEN’S PERFORMANCE OF SERVICES, INCLUDING ACTIVITIES OR TASKS WILL COMPLY WITH OR SATISFY ANY APPLICABLE GOVERNMENTAL OR INDUSTRY DATA SECURITY STANDARD. Neither Lumen or its vendors 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) reliance upon (or implementation of recommendations from) results,

reports, tests, or recommendations related to the Services; or (iii) loss or corruption of data or information transmitted through the Service.

4.3.2 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision 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 for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action (“Damage Cap”).

4.3.3 Additional Disclaimers. LUMEN DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS NON-INFRINGEMENT, OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, FREE FROM ERROR, THAT ANY DOCUMENTATION OR MATERIALS ARE COMPLETE OR THAT THE SERVICE WILL MEET OR SUPPORT CUSTOMER’S BUSINESS REQUIREMENTS.

4.4. Restrictions; Modifications.

4.4.1 Nothing in this Service Schedule or the Agreement grants Customer any rights to, and Customer is expressly prohibited from, reselling the Services or using any component of the Service or any Lumen proprietary materials to create or offer derivative versions of the Service either directly, or through a third party, as a standalone service offering, as bundled with Customer’s services or products. Customer may only use the Service within Customer owned or controlled environments.

4.4.2 Modification or Termination of Managed Rules Service. Lumen reserves the right to modify any features or functionalities of the Service at any time. If the modification materially or detrimentally affects the features or functionality of the Service, Customer may remove the feature at any time in the applicable portal.

4.4.3 Customer understands the Service may result in disruptions of and/or damage to Customer’s, Customer’s end-users’ or third parties’ information systems and the information and data contained therein. The Services do not include backing up data prior to deploying Services or for arranging alternative means of operation should such disruptions or failures occur. Customer understands and acknowledges that the Service is not suitable for the maintenance or processing (apart from mere transmission) of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended or any other applicable laws in the matter.