

TRIAL SERVICE AGREEMENT

IMPORTANT- READ CAREFULLY:

BY CLICKING “I AGREE” AT THE END OF THIS TRIAL SERVICE AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR COMPANY (“CUSTOMER”), IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT OR YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT CLICK “I AGREE” OR “SUBMIT” AND DO NOT USE THE TRIAL SERVICES, INCLUDING WITHOUT LIMITATION, ANY OF THE MOBILE APPLICATIONS. YOU ARE ENCOURAGED TO PRINT OR DOWNLOAD THESE TERMS FOR YOUR RECORDS.

1. This Trial Service Agreement (“Trial Agreement”) is between CenturyLink Communications, LLC d/b/a Lumen Technologies Group (“Lumen”) and Customer. Under this Agreement Lumen will provide a no cost trial of Lumen WorkplaceSM Service as described herein subject to the terms and conditions of this Agreement. Trial Service may not be put into production use.

2. **Service Description.** Lumen Workplace Service (the “Trial Service”) is a cloud based web collaboration tool that allows Named Users to interact with each other in real time and share data over the Web. A “Named User” is an individual designated and identified by Customer as an organizer/administrator who is authorized to schedule conferences using the Trial Service. The Trial Service Includes the following:

- Softphone (VoIP).
- Global (USA & Intl.) Access Toll
- Dial -me to landlines and mobile in USA
- Unlimited web

3. **Access Descriptions.** Lumen provides a number of domestic and international access arrangements to bridging services. Access to/from bridging equipment located in the 48 contiguous U.S. states. Access locations include all U.S. states and territories and Canada.

Dial-me - A moderator or participant dials himself or herself from the Trial Service. The moderator will be charged the appropriate domestic or international dial-out rates.

Toll – A moderator or participant may access any call by dialing the assigned toll number. The moderator or participant will incur any applicable transport charges

VoIP (Softphone) – A moderator or participant has the conference bridge call their computer rather than land line.

Local Access - In-Country Local Access is a non-North American toll number assigned to a specific country and bridge intended to provide local access to participants within the specific country. Some countries may not accept new orders, and some may not accept portability orders.

4. **Trial Service Limitations.** Customer is limited to 10 Named User licenses and a total of 10,000 minutes per month per Named User with the Trial Service. Lumen will provide Customer with the Trial Services for a 90 calendar day period during which Lumen will not bill for the Trial Services (the “Trial Period”). The Trial Period starts as soon as Lumen delivers the Service for Customer’s use. Lumen may modify the Trial Service at any time and without notice. Either party may terminate the Trial Service or Trial Agreement at any time upon notice to the other party. Upon termination by either party or at the end of the Trial Period (unless Customer has placed and Lumen has accepted an Order for Lumen Workplace Service which enables such Services to continue to be provided), the Trial Services shall be disconnected. In the event the Trial Services extend beyond the actual Trial Period because of a delay by Lumen in disconnecting the Trial Services, all provisions herein shall continue to apply until Lumen disconnects the Trial Services.

5. **Internet Connectivity.** Sufficient internet connectivity is necessary to support the Trial Service and is the responsibility of the Customer.
6. **DISCLAIMER OF WARRANTIES. THE TRIAL SERVICES AND USE OF ANY RELATED APPLICATIONS, SOFTWARE AND/OR OTHER MATERIALS PROVIDED BY LUMEN OR ITS VENDOR HEREUNDER OR USED IN CONNECTION WITH THE TRIAL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE COMPLETENESS, ACCURACY, RESULTS, OPERATION, SECURITY, AVAILABILITY (FOR ANY REASON) AND PERFORMANCE OF THE TRIAL SERVICES AND RELATED MATERIALS IS ASSUMED BY CUSTOMER.**
7. **LIMITATION OF LIABILITY. IN NO EVENT WILL LUMEN OR ITS VENDOR BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THE TRIAL AGREEMENT OR ANY ORDER IN CONNECTION WITH THE TRIAL SERVICES. TRIAL SERVICES ARE PROVIDED ON A BEST EFFORTS BASIS; LUMEN DOES NOT MAKE ANY SERVICE LEVEL COMMITMENTS.**
8. **Increasing Named Users.** For so long as Lumen supports such selections, Customer may increase its number of Named Users up to a total of 10 Named Users, at any time by submitting its selections to the Lumen Account Team or such process designated by Lumen. All selections for increases in Named Users by Customer will become an integral part of this Agreement and be counted towards the total number of Customer's Subscriptions. Any Named Users and licenses added after the commencement of the Subscription Term will be coterminous with the Subscription Term. For the avoidance of doubt, all selections and resulting Named Users are subject to these terms and conditions for use of the Trial Service. Customer is fully responsible and liable for any and all selections made and submissions to Lumen will be deemed Customer's signature and authorization for such orders, and Lumen has no obligation to investigate or confirm whether the party submitting an order has authority to bind the Customer.
9. **Decreasing Named User.** The decrease of named users can take up to 3 business days to process.
10. **Termination.** For the avoidance of doubt, Lumen has the right, at all times and in addition to all other termination rights permitted by this Agreement, to terminate the Trial Service and/or this Agreement for its convenience and without liability and without notice.
11. **Intellectual Property; Marketing; Images and Links.** Customer is being granted a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use Trial Service, and any software associated with the Trial Service, solely for online meetings and web conferencing and collaboration. All other rights are reserved by Lumen and/or its vendor, and Customer agrees that it shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Trial Service. Customer acknowledges and agrees that all third-party information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which Customer may have access to as part of, or through the use of the Trial Service are the sole responsibility of the individual or entity from which such content originated ("Third-Party Content"). Such Third-Party Content may be protected by intellectual property rights that are owned by the sponsors or advertisers who provides such Third-Party Content to Lumen (or by other individuals or entities on their behalf). Customer may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Third-Party Content (either in whole or in part).
12. Lumen reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove any or all Third-Party Content from the Trial Service. Lumen may also provide tools (but has no obligation) to filter out explicit content, and Customer understands that by using the Trial Service, you may be exposed to Third-Party Content that Customer may find offensive, indecent or objectionable. Customer understands that by using the Trial Service with a webcam or other photographic or video device and/or a microphone, Customer will transmit images and audio to users. Customer hereby releases, discharges and agrees to hold harmless Lumen, its, officers, directors, employees, affiliates and its vendors/suppliers from and against any and all claims and demands, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity, arising out of or in connection with any use of the images and/or audio. The Trial Service may include links to other web sites ("Linked Sites"). Customer acknowledges and agrees that such links are provided for convenience only and do not reflect any endorsement by Lumen with respect to the providers of the Linked Sites or the quality, reliability or any other characteristic or feature of the Linked Sites. Lumen is not responsible in any manner (including without limitation with respect to any loss, damage or injury Customer may suffer) for any matter associated with the Linked Sites, including without limitation, the content provided on or through the Linked Sites or Customer's reliance thereon. **LUMEN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITES: CUSTOMER'S USE OF**

ANY LINKED SITES IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO THAT SITE AND SOLELY AT CUSTOMER'S OWN RISK.

13. Feedback. If Customer provides Lumen feedback or suggestions about the Trial Service, then subject to the reserved rights to Customer Registered IP set forth below, Lumen may use that information without obligation to Customer, Customer hereby irrevocably grants to Lumen and its vendor a perpetual, non-exclusive, worldwide, sublicensable, royalty-free right and license to use that feedback or those suggestions. Lumen agrees that the foregoing shall not be construed to grant any right, license or interest into any past, present or future patents, trademarks, domain names, copyrights or any other registered intellectual property owned by or licensed Customer ("Customer Registered IP"); provided, however, that Customer agrees to notify Lumen in the event any feedback provided contains any Customer Registered IP. For avoidance of doubt, Customer has no obligation to provide any Feedback to Lumen.

14. Named Users, Content and Conduct/Use.

14.1 To use the Trial Service, Customer must be 18 years or older, if an individual, and must complete the sign-up /registration process, which includes, without limitation, providing a valid email address, agreeing to be bound by Lumen's required terms applicable to the use of the Trial Service and meeting such other requirements as Lumen directs. Customer agrees to maintain and update its registration information as required to keep it current, complete, and accurate. If Lumen discovers that any of Customer's registration information is inaccurate, incomplete, or not current, Lumen may suspend and/or terminate Customer's right to access and receive the Trial Service. Lumen further retains the right to reject a registration application in its sole discretion and without a requirement to provide a reason. Without limiting the foregoing, Lumen may refuse the Trial Service to any individual or entity who has cancelled any number of previous accounts. Only Named Users may schedule conferences using the Trial Service, and there may be only one user/employee assigned to any Named User license to be used in connection with the Trial Service. For the avoidance of doubt, Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be obtained for each individual. Named Users may only include up to the total number of Maximum Meeting Participants in any single conference. For the purposes of this provision and the Trial Service, "Maximum Meeting Participants" means the maximum number of meeting participants, including the Named User, that may be in a conference using the Trial Service at the same time as designated by Lumen. Only one conference using the Trial Service may occur at any given time (i.e. no concurrent meetings) per licensed Named User. Named Users may not combine with other Named Users or otherwise expand a conference using the Trial Service scheduled by a Named User to allow more than the Maximum Meeting Participants. For each conference using the Trial Service scheduled by a Named User, the Named User must (1) initiate or schedule the conference; (2) host the conference by entering as a presenter; and (3) act as an organizer of the conference through use of their organizer identification. Customer is at all times responsible for monitoring and maintaining the use of the Named User licenses within the foregoing parameters, and the Customer shall indemnify Lumen and its vendor/supplier in the event a claim is brought or damages are incurred due to Customer's misuse of the Named User license. A Named User designation may not be transferred to another Customer employee except upon (a) termination of the Named User's employment with Customer, or (b) a Named User's role or responsibilities change in which they no longer need the Trial Service, or (c) in all other instances, Lumen's express prior written approval.

14.2 Customer acknowledges that Lumen has no control over the content of information transmitted by Customer through the Trial Service (whether visual, written or audible) and that Lumen does not examine the use to which Customer puts the Trial Service or the nature of the information Customer or Customer's users send or receive. Customer acknowledges and agrees that Lumen shall have no liability for the deletion or failure to store any information, content or data transmitted using the Trial Service. Further, Customer expressly agrees: (i) to comply with all applicable foreign, federal, state/provincial and local laws relating to use of the Trial Service under this Agreement (including without limitation, export and control laws and regulations); (ii) not to upload, post, email or otherwise transmit content through use of the Trial Service that (1) infringes any third-party intellectual property or other proprietary rights or rights of publicity or privacy; (2) is unlawful, threatening, abusive, harassing, tortuous, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, vulgar, obscene, hateful or discriminatory or otherwise contains objectionable material of any kind or nature; (3) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (4) is profane, indecent, obscene, harmful to minors or child pornographic; (5) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; (6) that includes any unsolicited or unauthorized advertising or marketing; or (7) is materially false, misleading or inaccurate or that Customer does not have the right to transmit under any law or under contractual or fiduciary relationships; (iii) not to: (1) impersonate any person or entity, falsely or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content uploaded, posted, emailed or otherwise transmitted; (2) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (3) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a user of the Trial Service any directory of other users or usage information or any portion thereof other than in the context of Customer's use of the Trial Service; (4) reproduce, duplicate, copy, sell, trade or resell the Trial Service for any purpose, including Customer may not act as a service bureau for the Trial Service or

rent, lease, grant a security interest in, or otherwise transfer any rights in the use of the Trial Service; (5) use or exploit any portion of the Trial Service to provide commercial Trial Service to third parties or otherwise generate income from the Trial Service or use the services for the development, production or marketing of a service or product substantially similar to the Trial Service; (6) interfere with, damage, disable, overburden, impair or disrupt hardware, software or networks connected to the Trial Service, or any other users of the Trial Service, or violate the regulations, policies or procedures of any networks; (7) attempt to gain unauthorized access to the Trial Service, other accounts, computer systems or networks connected to the Trial Service, through password mining or any other means; (8) reverse engineer, modify, decompile, disassemble, translate or otherwise attempt to derive source code from any part of the Trial Service or associated software; or (9) use the Trial Service for illegal purposes (including without limitation, gambling or betting); and (iv) Customer is solely responsible for any and all activities that may occur under Customer's account and to maintain the confidentiality and security of its Host ID, access numbers, keys and passwords/passcodes. Customer agrees to notify Lumen immediately if there has been an unauthorized use of its Host ID and/or any access numbers, keys and/or passwords/passcodes or any other breach of security, and Customer shall be liable for fraudulent charges until such time as Customer has notified Lumen to suspend any compromised Host IDs, access numbers, keys and/or passwords/passcodes. Customer acknowledges that Lumen may from time to time monitor for quality assurance and fraud detection and may further gather system data. Further, and notwithstanding confidentiality provisions herein, Lumen may disclose information about Customer's use of Trial Service to satisfy any law, regulation, government agency request, court order, search warrant, subpoena, or other legal process

15. Recordings. Use of conference recording or taping any use of the Trial Service may subject Customer to laws or regulations. Customer acknowledges and agrees that Customer may not record or tape any Web, video or telephone conversation in connection with the Trial Service unless Customer is in compliance with all laws relating to the recording of communications and protecting the privacy of communication for all parties to the conversation. Lumen has not and is not expected to provide Customer with any analysis, interpretation, or advice regarding Customer's compliance with the above, and Customer is solely responsible and obligated to provide any required notifications to participants prior to commencement of conferences. Customer shall defend, indemnify, and hold Lumen harmless from any claim, liability or loss arising in connection with Customer's failure to comply with this section.

16. NO EMERGENCY CALLS. LUMEN WORKPLACE IS NOT A TRADITIONAL TELEPHONE SERVICE, AND THE TRIAL SERVICE IS NOT INTENDED TO SUPPORT OR CARRY ANY EMERGENCY CALLS TO ANY EMERGENCY SERVICES OF ANY KIND. CUSTOMER NEEDS TO MAKE ADDITIONAL ARRANGEMENTS IN ORDER TO ACCESS EMERGENCY SERVICES.

17. Confidentiality. Any information or documentation disclosed between the parties during the performance of the Trial Service (including this Trial Agreement) shall be subject to the terms and conditions of the applicable non-disclosure agreement in effect between the parties, and if none, the parties agree to keep the terms of this Trial Agreement and all information of a confidential nature obtained in the performance of this Trial Agreement confidential and not disclose such information to third parties, other than to its vendors/suppliers and affiliates.

18. Use of Customer Contact Information. Customer contact information such as email and phone number provided for this trial, may be used to contact customer regarding Trial Service. This customer contact information may also be used to contact customer for potential sale of Lumen Workplace and related services.

19. Lumen Workplace and HIPAA. Customer understands, and hereby acknowledges, that the Trial Service is not suitable for the maintenance of protected health information consistent with the Health Insurance Portability and Accountability Act (HIPAA), as amended. Customer warrants and represents that it will not use the Trial Service to maintain protected health information and hereby holds Lumen and its affiliates harmless against, and agrees to fully indemnify Lumen and its affiliates for, claims alleging or arising out of Customer's use of the Trial Service for such purpose.

20. Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State of New York, 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 Trial 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 Trial Service and supersedes all prior agreements relating to the Trial 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) hereunder will constitute a waiver of such right(s).