

**Fill in this information to identify the case:**

Debtor Cytera Communications, LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 23-14852

**Official Form 410  
Proof of Claim**

**04/22**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

|   |  |   |
|---|--|---|
| <p><b>1. Who is the current creditor?</b></p>   | <p><u>Apogee Enterprises Inc</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>   |   |
| <p><b>2. Has this claim been acquired from someone else?</b></p>  | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>  |   |
| <p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>                          | <p><b>Where should notices to the creditor be sent?</b></p> <p><u>Apogee Enterprises Inc</u><br/><u>BRIAN ZUMW</u><br/><u>4400 W 78th St</u><br/><u>Minneapolis, MN 55435</u></p> <p>Contact phone _____</p> <p>Contact email <u>melliott@apog.com</u></p> | <p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Contact phone _____</p> <p>Contact email _____</p> |
| <p><b>(see summary page for notice party information)</b></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one):<br/>_____</p> |  |   |
| <p><b>4. Does this claim amend one already filed?</b></p>   | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____<br/>MM / DD / YYYY</p>  |   |
| <p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>  | <p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>  |   |



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_ \_ \_ \_

7. How much is the claim? \$ unliquidated. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services Agreement

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

|   | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  | \$ _____                    |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).  | \$ _____                    |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____                    |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).  | \$ _____                    |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).  | \$ _____                    |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.   | \$ _____                    |

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/10/2023  
MM / DD / YYYY

/s/ Amy Swedberg  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Amy Swedberg  
First name Middle name Last name

Title Attorney for claimant

Company Apogee Enterprises Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877)-726-6510 | International 001-310-823-9000

|   |  |                                  |
|---|--|----------------------------------|
| <b>Debtor:</b><br>23-14852 - Cyxtera Communications, LLC  |  |                                  |
| <b>District:</b><br>District of New Jersey, Newark Division   |  |                                  |
| <b>Creditor:</b><br>Apogee Enterprises Inc<br>BRIAN ZUMW<br>4400 W 78th St<br><br>Minneapolis, MN, 55435<br><br><b>Phone:</b><br><br><b>Phone 2:</b><br><br><b>Fax:</b><br><br><b>Email:</b><br>melliott@apog.com   | <b>Has Supporting Documentation:</b><br>Yes, supporting documentation successfully uploaded<br><br><b>Related Document Statement:</b><br><br><b>Has Related Claim:</b><br>No<br><br><b>Related Claim Filed By:</b><br><br><b>Filing Party:</b><br>Authorized agent |                                  |
| <b>Disbursement/Notice Parties:</b><br>Amy Swedberg<br>c/o Maslon LLP<br>90 South 7th Street, Suite 3300<br>90 South 7th Street, Suite 3300<br><br>Minneapolis, Minnesota, 55402<br>United States<br><br><b>Phone:</b><br>6126728367<br><br><b>Phone 2:</b><br><br><b>Fax:</b><br><br><b>E-mail:</b><br>amy.swedberg@maslon.com |  |                                  |
| <b>Other Names Used with Debtor:</b>  | <b>Amends Claim:</b><br>No<br><br><b>Acquired Claim:</b><br>No   |                                  |
| <b>Basis of Claim:</b><br>Services Agreement  | <b>Last 4 Digits:</b><br>No  | <b>Uniform Claim Identifier:</b> |
| <b>Total Amount of Claim:</b><br>unliquidated   | <b>Includes Interest or Charges:</b><br>No   |                                  |
| <b>Has Priority Claim:</b><br>No  | <b>Priority Under:</b>   |                                  |
| <b>Has Secured Claim:</b><br>No   | <b>Nature of Secured Amount:</b>   |                                  |
| <b>Amount of 503(b)(9):</b><br>No   | <b>Value of Property:</b>  |                                  |
| <b>Based on Lease:</b><br>No  | <b>Annual Interest Rate:</b>   |                                  |
| <b>Subject to Right of Setoff:</b><br>No  | <b>Arrearage Amount:</b>   |                                  |
|   | <b>Basis for Perfection:</b>   |                                  |
|   | <b>Amount Unsecured:</b>   |                                  |
| <b>Submitted By:</b><br>Amy Swedberg on 10-Aug-2023 11:16:46 a.m. Eastern Time<br><br><b>Title:</b><br>Attorney for claimant<br><br><b>Company:</b><br>Apogee Enterprises Inc.  |  |                                  |

**Customer Information and Contract Specifications**

**Customer Name:** Apogee Enterprises, Inc.  
**Account Number:** 3-A72541

**Currency:** USD  
**Monthly Recurring Charges (MRC):** \$761.25  
**Non Recurring Charges (NRC):** 0

**Service Order**

| Service Address | Description  | Order Type  | Term (Months) | Qty | Unit MRC | Unit NRC | Total MRC       | Total NRC     |
|-----------------|--|-------------|---------------|-----|----------|----------|-----------------|---------------|
|                 | <b>Service ID: AIP718533</b><br><b>HAN Internet Access</b><br><b>AIP718533</b><br><br>- BGP=Yes<br>- Scenario=Colocation Internet Multiline GigE<br>- Data Center=ZZMP2<br><br><b>Subtotal</b>   | RenewalAsIs | 24            | 1   | \$61.25  | \$0.00   | \$61.25         | \$0.00        |
|                 | <b>Service ID: AIP718534</b><br><b>HAN Internet Bandwidth</b><br><b>AIP718534</b><br><br>- Region=North America<br>- Usage Calculation=95th Percentile Higher of In or Out<br>- Base Bandwidth=400<br>- UsageRate<br><br><b>Subtotal</b> | RenewalAsIs | 24            | 1   | \$700.00 | \$0.00   | \$700.00        | \$0.00        |
|                 | <b>Totals</b>  |             |               |     |          |          | <b>\$761.25</b> | <b>\$0.00</b> |

\*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

**Terms and Conditions Governing This Order**

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

---

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this 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 Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. 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 service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. 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.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly 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. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).


8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.lumen.com/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

11. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

### Signature Block

|   |
|---|
| <b>Customer: Apogee Enterprises, Inc.</b>   |
| <b>Total MRC: \$761.25</b><br><b>Total NRC: 0</b>   |
| Signature:<br> |
| Name: Dan Reichstadt  |
| Title: Senior Director, IT Infrastructure & Operations  |
| Date: 7/14/2023   |

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document No. DOC-0001239237  
Scenario: SM10382600

LUMEN®

---

Document Generation Date: 06-20-2023





## Cyxtera Master Agreement

This Cyxtera Master Agreement (this “MA”) is entered into by and between Cyxtera Data Centers, Inc., a Delaware corporation (“Cyxtera”), and Customer, and is effective on the Effective Date of the first Service Order for the purchase of any Product or Service (the “Effective Date”). This MA provides the general terms and conditions applicable to Customer’s purchase of products and services (“Products” or “Services”) under a schedule(s) or service schedule(s) at <https://www.cyxtera.com/legal/product-and-service-terms-and-conditions> (each, a “Schedule” or “Service Schedule”). This MA is part of an online contract (defined herein as the Agreement) comprised of this MA, one or more Service Schedules, one or more Service Orders, and such other documents listed herein as comprising the Agreement. The components of the Agreement will work together as described in the table at <https://www.cyxtera.com/legal/product-and-service-terms-and-conditions>, as such table may be modified from time to time to reflect additional or modified Products or Services.

1. **Services; Service Schedules.** Cyxtera, or an Affiliate thereof, may enter into one or more Service Schedules with Customer, or an Affiliate thereof, which shall set forth the terms and conditions relevant to, and the process for ordering, the Products and Services covered thereby.

2. **Term; Termination.**

a. **Term of this MA.** The term of this MA will commence on the Effective Date and continue until terminated in accordance with the terms hereof.

b. **Termination Upon Expiration or Termination of all Services.** The Agreement will automatically terminate following expiration or termination of the last effective Service being provided or to be provided under a Service Schedule.

c. **Termination for Cause.** If an “Event of Default” has occurred and is continuing, the non-defaulting party may terminate the Agreement (and all Services being provided under the Agreement) by providing written notice to the defaulting party setting forth: (i) the specific facts and circumstances of the Event of Default and (ii) the effective date of the termination (which shall be no later than thirty (30) days after the date the non-defaulting party sends such notice to the defaulting party). In the event Customer terminates a Service pursuant to this Section 2.c as a result of a Cyxtera Event of Default, (x) Customer will not be liable for any Early Termination Charge (as defined in the applicable Service Schedule) in connection with such termination and (y) Customer will be entitled to a refund of all pre-paid fees with respect to such terminated Service relating to periods of time following such termination. In addition to the right of termination set forth in this Section 2.c, the terminating party shall be entitled to any and all rights and remedies available under the Agreement and at law or in equity.

3. **Payment.** Cyxtera may begin invoicing for specific Services as specified in the applicable Service Schedule. Unless otherwise indicated, all charges are quoted and payable only in United States dollars. For convenience, a single Cyxtera entity may invoice Customer for Services provided by another Cyxtera Affiliate. Invoiced amounts are due in full within thirty (30) days of the date of delivery of the invoice to Customer (the “Due Date”). To dispute a charge on an invoice, Customer must submit a written

notice to Cyxtera on or prior to the Due Date for such invoice identifying the specific charge(s) in dispute and providing reasonable supporting documentation. Customer may withhold payment of any amount disputed in good faith in accordance with this Section 3, but shall remain obligated to make timely payment of all other charges (“Undisputed Charges”) by the Due Date. In the event Customer disputes an amount in accordance with this Section 3, the parties will work in good faith to resolve the dispute as expeditiously as possible. If the parties mutually determine that a disputed charge is in error, Cyxtera will reverse the amount incorrectly billed or, if Customer has already paid such disputed charge to Cyxtera, issue a credit to Customer for such amount. If the parties mutually determine that a disputed charge was billed correctly (“Resolved Charge”), Customer will be required to pay the Resolved Charge in full no later than ten (10) days after such mutual determination (the “Resolved Charge Due Date”). Any amount not disputed by Customer by the Due Date shall be deemed correct and binding upon Customer; Customer unconditionally and irrevocably waives any right to dispute any billed amount after the applicable Due Date. Any Undisputed Charge not paid by the Due Date or Resolved Charge not paid by the Resolved Charge Due Date is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In the event Customer does not pay an Undisputed Charge by the Due Date or Resolved Charge by the Resolved Charge Due Date, Customer shall be liable for the payment of all fees and expenses, including reasonable attorneys’ fees, incurred by Cyxtera in collecting, or attempting to collect, any such amount. Customer’s payments to Cyxtera must be made by wire transfer, ACH, check or any other Cyxtera approved payment method. Cyxtera’s acceptance of late or partial payments (even those marked, “paid in full”) and late payment charges is not a waiver of its right to collect the full amount due. Provision of Services is subject to Cyxtera’s credit approval of Customer. As part of the credit approval process, Cyxtera may require Customer to provide a deposit or other security. Additionally, Cyxtera may require a deposit or other security if Customer has failed to pay its invoices by the Due Date three times in any 12-month period or if there has been a material, adverse change in its financial condition.

4. **Taxes.** All fees stated are exclusive of Tax. Customer is responsible for all taxes, duties, fees and other governmental charges of any kind (other than taxes based on the net income of Cyxtera) imposed by any governmental entity on the provision, sale or use of the Services or required by any governmental entity to be assessed on Customer in connection therewith (collectively, “Taxes”). All payments due to Cyxtera shall be made without any deduction or withholding on account of any Tax, duty, charge or penalty, except as required by applicable law, in which case the sum payable by Customer in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Cyxtera receives and retains (free from any liability in respect thereof, other than with respect to taxes based on the net income of Cyxtera) a net sum equal to the sum it would have received but for such deduction or withholding being required. Customer may present Cyxtera with a valid Tax exemption certificate; Cyxtera will give effect thereto prospectively for as long as such Tax exemption certificate remains valid.

5. **Confidentiality.**

- a. As used in this Section 5, the term “disclosing party” refers to either party to the Agreement that is disclosing Confidential Information to the other party thereto, and the party receiving such Confidential Information is referred to as the “receiving party”. Except as set forth in the Agreement, receiving party shall not, without the prior written consent of the disclosing party, disclose or use the Confidential Information of the disclosing party for any purpose other than in connection with the consummation of the transactions contemplated under the Agreement or prosecuting or defending any claim arising under or with respect to the Agreement. Receiving party will protect the disclosing party’s Confidential Information using at least the same degree of care the receiving party uses to protect its own confidential information of a similar nature, but in no event less than commercially reasonable degree of care. Receiving party agrees to limit disclosure and access to the disclosing party’s Confidential Information to those of its officers, employees, contractors, attorneys, or other representatives who (a) reasonably require such access in connection with the consummation of the transactions contemplated under the Agreement or prosecuting or defending any claim arising under or with respect to the Agreement, (b) are made aware of the Confidential Information’s confidential nature and (c) are subject to confidentiality obligations at least as restrictive as those set forth herein. Nothing in the Agreement shall be deemed or construed to grant to the receiving party a license to sell, develop, exploit or create derivatives of the disclosing party’s Confidential Information. A receiving party may disclose the disclosing party’s Confidential Information to the extent required to do so by applicable law, provided, that, (i) to the extent legally permissible, the receiving party notifies the disclosing party prior to making any such disclosure so as to enable the disclosing party to seek such protection as may be available to preserve the confidentiality of such Confidential Information and (ii) the receiving party discloses only such information as its counsel advises is legally required to be disclosed.
- b. Notwithstanding the obligations in this Section 5, receiving party’s obligations under this Section 5 shall not apply to information that (1) is at the time of disclosure by the disclosing party to the receiving party in the public domain or, at any time thereafter enters the public domain through no breach of this Section 5 by the receiving party, (2) is already known to the receiving party at the time of its disclosure by the disclosing party to the receiving party, (3) is independently developed by the receiving party without use of

or reference to Confidential Information of the disclosing party, or (4) is received by the receiving party from a third party who is not known to the receiving party to be subject to any restriction on disclosure. Promptly following receipt of the disclosing party’s written request, the receiving party shall return to the disclosing party or destroy (at the receiving party’s option) all of the disclosing party’s Confidential Information. Notwithstanding the foregoing, the receiving party shall have no obligation to return or destroy any of the disclosing party’s Confidential Information retained in standard archival or computer back-up systems or pursuant to the receiving party’s normal document or email retention practices, provided, that, the receiving party’s obligations under this Section 5 with respect thereto shall survive for two (2) years following the date such Confidential Information is no longer retained pursuant to this sentence (but no less than two (2) years following expiration or termination of the Agreement). Each party’s obligations under this Section 5 shall survive for two (2) years following expiration or termination of the Agreement, provided, that, to the extent any of the disclosing party’s Confidential Information constitutes a trade secret, the receiving party’s obligations under this Section 5 with respect thereto shall survive until such Confidential Information ceases to so constitute a trade secret (but no less than two (2) years following expiration or termination of the Agreement). Each receiving party acknowledges that a threatened or actual breach by it of this Section 5 may result in immediate, irreparable harm to the disclosing party for which monetary damages may not be adequate compensation and, consequently, that the disclosing party shall be entitled, in addition to all other remedies available to it at law or equity, to seek (without any requirement to post bond) injunctive or other equitable relief to prevent such threatened or actual breach. The receiving party will be responsible for any violation of the terms of this Section 5 committed by its officers, employees, contractors, attorneys or other representatives.

6. **Use of Name and Marks.** Each party may reference the other party’s status as a customer or vendor, as applicable, of the referencing party in marketing materials, sales presentations, on such referencing party’s website and for other valid business purposes. Each party may use the other party’s tradenames, trademarks and domain names in connection with the foregoing, provided, that, any use thereof by Customer shall be in accordance with Cyxtera’s tradename/trademark usage policy, a copy of which is available to Customer upon request. Neither party may issue a press release referencing the other party, directly or indirectly, without such other party’s prior written consent.

7. **DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN THE APPLICABLE SERVICE SCHEDULE, (A) ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS”,





“AS AVAILABLE” BASIS AND CUSTOMER’S USE OF THE PRODUCTS AND SERVICES IS SOLELY AT ITS OWN RISK, (B) CYXTERA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM, (C) CYXTERA MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY PRODUCT OR SERVICE WILL BE COMPLETELY SECURE, FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF CUSTOMER, AND (D) CYXTERA DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED.

8. **LIMITATION OF LIABILITY.** EXCEPT (I) AS SET FORTH IN THE APPLICABLE SERVICE SCHEDULE OR (II) WITH RESPECT TO A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR CUSTOMER’S INFRINGEMENT OR MISAPPROPRIATION OF CYXTERA’S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY, NOR ITS AFFILIATES, SHALL BE LIABLE UNDER THE AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, COST OF PURCHASING REPLACEMENT SERVICES, LOSS OF PROFITS OR REVENUE, LOSS OF OR CORRUPTION OF DATA OR DATA USE, OR COMPUTER FAILURE, DELAY OR MALFUNCTION, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY (THE “INDIRECT/CONSEQUENTIAL DAMAGES WAIVER”). EXCEPT (I) AS SET FORTH IN THE APPLICABLE SERVICE SCHEDULE OR (II) WITH RESPECT TO A PARTY’S BREACH OF ITS PAYMENT OBLIGATIONS HEREUNDER, A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR CUSTOMER’S INFRINGEMENT OR MISAPPROPRIATION OF CYXTERA’S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY’S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THE AGREEMENT WILL NOT EXCEED TWELVE (12) TIMES THE AVERAGE MRCS PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES TO CYXTERA AND ITS AFFILIATES UNDER THE AGREEMENT AS OF THE DATE THE APPLICABLE CLAIM ARISES (THE “DAMAGE CAP”).

9. **Intellectual Property.** Except as set forth in the applicable Service Schedule, nothing in the Agreement or the performance thereof shall convey, license or otherwise transfer any right, title or interest (express, implied or otherwise) in any information, material, technology, trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of a party, its Affiliates or their respective licensors to the other party. Except as set forth in the applicable Service Schedule, Cyxtera’s intellectual property and proprietary rights include any skills, know-how, modifications, other enhancements or derivative works developed or acquired by or on behalf of Cyxtera in the course of configuring, providing or

managing the Service. Customer agrees that it will not, directly or indirectly, circumvent, reverse engineer, decompile, disassemble, reproduce, otherwise attempt to derive source code, trade secrets or other intellectual property, or modify or make derivative works from any information, material, technology, trademarks, copyrights, service marks, trade names, patents, trade secrets or other intellectual property of Cyxtera, its Affiliates or their respective licensors. Customer agrees that it will not disclose or publish performance benchmark results or test results with respect to the Services.

10. **Miscellaneous.**

a. **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous agreements, representations, warranties and understandings, verbal and/or written, with respect thereto. The terms of the Agreement shall supersede the terms in any purchase order or other response made by Customer and no terms included in any such purchase order or response shall apply to the Agreement or in any way be binding upon Cyxtera.

b. **Amendments.** Except as otherwise set forth in the Agreement, the Agreement may only be amended, modified, supplemented or revoked by an instrument in writing signed by both parties. Cyxtera may modify this MA and/or any Service Schedule from time to time by posting an updated MA or Service Schedule, as applicable, at <https://www.cyxtera.com/legal/product-and-service-terms-and-conditions> or a successor website and providing at least thirty (30) days prior notice to Customer. In the event such notice does not specify the date such modification is effective as of, such modification shall be effective thirty (30) days after Customer’s receipt of such notice.

c. **Waiver.** No waiver by any party of any of the provisions hereof shall be (i) effective unless explicitly set forth in writing and signed by the party so waiving or (ii) construed as a waiver of the same provision at any time in the future or of any other provision. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof.

d. **Headings.** The headings in the Agreement are for reference only and shall not affect the interpretation of the Agreement.

e. **Severability.** If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and, in the jurisdiction in which such term or provision is invalid, illegal or unenforceable, such term or provision will be modified as nearly as possible to reflect the intentions of the parties so as to no longer be invalid, illegal or unenforceable in such jurisdiction.

f. **Governing Law.** All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, excluding principles of conflicts of laws, whether of the State of Florida or any other jurisdiction. Notwithstanding anything in the Agreement to the contrary, each party shall have the right to commence and



prosecute any action for injunctive or other equitable relief before any court of competent jurisdiction.

g. Venue. Each of the parties agrees that all claims, demands, causes of action, actions, suits or proceedings arising out of, based upon or relating to the Agreement, the subject matter hereof or thereof or the transactions contemplated hereby or thereby ("Legal Proceeding") shall be brought and maintained exclusively in the Federal and state courts of Miami-Dade County, Florida. Each party agrees and submits to the exclusive venue and jurisdiction of such courts and unconditionally and irrevocably waives any objection based on lack of jurisdiction or inconvenient forum. Notwithstanding the foregoing, the provisions of this Section 10.g shall not restrict the ability of any party to enforce in any court any judgment obtained in a Federal or state court of Miami-Dade County, Florida.

h. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE.

i. Expenses; Attorneys' Fees. In the event that any party institutes any Legal Proceeding against the other party, the prevailing party in the Legal Proceeding shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the reasonable costs and expenses (including, without limitation, those incident to appellate, bankruptcy and post-judgment proceedings) incurred by the prevailing party in conducting the Legal Proceeding, including reasonable attorneys' fees and expenses and court costs.

j. Counterparts; Delivery. Each document governed by, or that is incorporated by reference into, this MA or a Service Schedule, may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of any such document delivered by facsimile or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of such document.

k. Survival. Notwithstanding anything contained in the Agreement to the contrary, the terms of any sections of the Agreement which by their nature are intended to extend beyond expiration or termination of (i) this MA, (ii) any Service Schedule or (iii) any other document governed by, or that is incorporated by reference into, this MA or a Service Schedule, will survive expiration or termination of this MA, such Service Schedule or such other document, as applicable.

l. Conflicts. If a conflict exists among provisions within the Agreement, unless otherwise expressly stated to the contrary, the following order of precedence will apply in descending order of control: (i) this MA, (ii) a Service Schedule, (iii) a service level agreement, (iv) a Service Order (v) a Service Guide or AUP (each as defined in the applicable Service Schedule) and (vi) any other document governed by, or that is incorporated by reference into, this MA or any of the documents referenced in subclauses (ii) through (v) hereof.

m. Relationship of the Parties. Cyxtera is an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in the Agreement shall be construed to create a joint venture, partnership, association or other form of legal entity or business enterprise between the parties hereto. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking.

n. Force Majeure. The obligations of a party to perform under the Agreement (other than obligations to pay any sum due under the Agreement) may be temporarily suspended during any period during which such party is unable to carry out its obligations under the Agreement, when and to the extent such failure or delay is caused by or results from acts beyond such party's reasonable control (a "Force Majeure Event"), and such party shall not have any liability or responsibility to the other party or be deemed to have defaulted under or breached the Agreement for failure or delay in performance to the extent resulting therefrom. In the event Cyxtera is unable to deliver a Service as a result of a Force Majeure Event, Customer shall not be obligated to pay Cyxtera for the affected Service for so long as Cyxtera is unable to deliver such affected Service as a result of the Force Majeure Event. If a Force Majeure Event prevents the provision of a particular Service for a period of thirty (30) consecutive days, either party may terminate such Service by providing written notice to the other party, provided, that, the terminating party exercises its right to terminate before Cyxtera is able to resume providing such Service. In the event of termination of a Service in accordance with this Section 10.n, (i) Customer will not be liable for any Early Termination Charge (as defined in the applicable Service Schedule) with respect to such terminated Service and (ii) Customer will be entitled to a refund of all pre-paid fees with respect to such terminated Service relating to periods of time (A) following such termination and (B) for which Customer is not obligated to pay for the affected Service pursuant to this Section 10.n.

o. Assignment; Successors and Assigns. The Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither the Agreement nor any rights or obligations under the Agreement may be transferred, assigned or delegated, in whole or in part, by Customer, without Cyxtera's prior written consent, and any attempted transfer, assignment or delegation without such consent shall be null and void. Notwithstanding the foregoing, Customer may, after providing at least thirty (30) days' advance written notice to Cyxtera, assign the Agreement in its entirety to one of its Affiliates, provided, that, the assigning Customer shall remain liable under the Agreement.

p. Notices. All notices in connection with the Agreement (other than Customer's disconnect, termination and non-renewal notices) shall be in writing and shall be deemed to have been given: (i) when delivered, if delivered by hand, (ii) on the next business day after the date sent, if sent (for overnight delivery) by nationally recognized overnight courier, (iii) upon the earlier to occur of receipt by the addressee as evidenced by return receipt thereof or five (5) days from the date of mailing, when sent by first class mail, prepaid postage, return receipt requested, (iv) on the date the transmission was sent if sent during normal business hours of the recipient or on the next business day if sent after normal business hours of the recipient, if sent by facsimile or e-mail, or (v) on the





date the transmission was sent, if sent by Cyxtera to Customer through the Portal, any such notice to be sent to Cyxtera at 2333 Ponce De Leon Blvd., Suite 900, Coral Gables, Florida 33134, Attention: Legal Department, [legal@cyxtera.com](mailto:legal@cyxtera.com) or to Customer at Customer's address as set forth in Cyxtera's records. Customer's disconnect, termination and non-renewal notices must be submitted by Customer in the Portal and shall not be effective if sent to Cyxtera in any other manner. Either party may change its address for notices upon written notice to the other party in accordance with this Section 10.p.

q. No Third-party Beneficiaries. Except as otherwise set forth in the Agreement, no person or entity, other than the parties and their respective successors and permitted assigns, shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, the Agreement.

r. Resale, Leasing, Licensing or Sublicensing of Services. Customer shall not be permitted to resell, lease, license or sublicense any of the Services provided hereunder without Cyxtera's prior written consent, which can be withheld in Cyxtera's sole and absolute discretion.

**11. Definitions.**

a. "Affiliate" means any entity controlled by, controlling, or under common control with a party, where the term "control" and its correlative terms, "controlling", "controlled by" and "under common control with", means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity. With respect to Cyxtera, the term "Affiliates" shall not include AppGate (the holding company of Cyxtera's former cybersecurity business that was spun out as a separate company on December 31, 2019) and its subsidiaries.

b. "Agreement" means (i) this MA, (ii) all Service Schedules, Service Orders, Service Guides, AUPs and service level agreements, and (iii) any other document governed by, or that is incorporated by reference into, this MA or any of the documents referred to in subclause (ii) hereof.

c. "Confidential Information" means all information (including, for the avoidance of doubt, information about the disclosing party's Affiliates) that is disclosed by or on behalf of the disclosing party to the receiving party, during the term of the Agreement, whether written, oral, visual or otherwise that (i) is identified as confidential using an appropriate legend, marking, stamp, or other clear and conspicuous written identification that unambiguously indicates the information being provided is Confidential Information (or, in the case of information provided in other than written form, is identified as confidential at the time it is first disclosed, with such identification to be confirmed in writing by

the disclosing party to the receiving party promptly following disclosure) or (ii) should reasonably be understood to be confidential or proprietary based on the content of the information and/or the circumstances of its disclosure. Cyxtera does not have access to information (x) on Customer Equipment (as defined in the applicable Service Schedule) or compute nodes or (y) transmitted or processed by Customer through use of the Services. Therefore, for the elimination of doubt, such information is not considered "Confidential Information" solely as a result of it being (i) stored by Customer on Customer Equipment or compute nodes or (ii) transmitted or processed by Customer through use of the Services.

d. An "Event of Default" shall be deemed to occur if (i) Customer fails to make any payment when due under the Agreement and such failure continues for ten (10) days after Customer's receipt of written notice from Cyxtera, (ii) either party materially breaches the Agreement and fails to cure such breach within thirty (30) days (unless a different period is set forth in the Agreement) after the defaulting party's receipt of written notice from the non-defaulting party, provided, that, if such breach cannot reasonably be cured within such timeframe, an "Event of Default" shall not be deemed to have occurred so long as the defaulting party (a) commences curing such breach within the required timeframe and (b) uses commercially reasonable efforts to cure such breach as promptly as possible thereafter, or (iii) a party (1) becomes insolvent, (2) becomes subject to any voluntary or involuntary bankruptcy, liquidation, insolvency or similar proceedings (which, with respect to any involuntary bankruptcy, liquidation, insolvency or similar proceeding, is not dismissed within sixty (60) days of the date filed), (3) makes an assignment for the benefit of creditors, (4) appoints, or consents or acquiesces to the appointment of, a receiver, liquidator, assignee, trustee or similar person or entity for all or any substantial part of its assets, or (5) admits in writing its inability to pay its debts as they become due.

e. "Portal" means any online purchasing website or portal made available by Cyxtera for Customer's use.

f. "Service Order" means a service order, statement of work, order form, quote or other ordering document that includes the type and details of the specific Services ordered by Customer and agreed to be provided by Cyxtera. Any Services purchased by Customer through the Portal will be deemed to be purchased pursuant to a "Service Order" notwithstanding that the Services are purchased through the Portal and neither party physically or electronically executed an actual "Service Order" document.

\*\*\*\*\*

**Customer Information and Contract Specifications**

**Customer Name:** Apogee Enterprises, Inc.  
**Account Number:** 3-A72541

**Currency:** USD  
**Monthly Recurring Charges (MRC):** \$761.25  
**Non Recurring Charges (NRC):** 0

**Service Order**

| Service Address | Description  | Order Type  | Term (Months) | Qty | Unit MRC | Unit NRC | Total MRC       | Total NRC     |
|-----------------|--|-------------|---------------|-----|----------|----------|-----------------|---------------|
|                 | <b>Service ID: AIP718533</b><br><b>HAN Internet Access</b><br><b>AIP718533</b><br><br>- BGP=Yes<br>- Scenario=Colocation Internet Multiline GigE<br>- Data Center=ZZMP2<br><br><b>Subtotal</b>   | RenewalAsIs | 24            | 1   | \$61.25  | \$0.00   | \$61.25         | \$0.00        |
|                 | <b>Service ID: AIP718534</b><br><b>HAN Internet Bandwidth</b><br><b>AIP718534</b><br><br>- Region=North America<br>- Usage Calculation=95th Percentile Higher of In or Out<br>- Base Bandwidth=400<br>- UsageRate<br><br><b>Subtotal</b> | RenewalAsIs | 24            | 1   | \$700.00 | \$0.00   | \$700.00        | \$0.00        |
|                 | <b>Totals</b>  |             |               |     |          |          | <b>\$761.25</b> | <b>\$0.00</b> |

\*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

**Terms and Conditions Governing This Order**

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

---

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this 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 Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. 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 service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. 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.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly 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. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).


8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.lumen.com/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

11. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

### Signature Block

|   |
|---|
| <b>Customer: Apogee Enterprises, Inc.</b>   |
| <b>Total MRC: \$761.25</b><br><b>Total NRC: 0</b>   |
| Signature:<br> |
| Name: Dan Reichstadt  |
| Title: Senior Director, IT Infrastructure & Operations  |
| Date: 7/14/2023   |

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.



Document No. DOC-0001239237  
Scenario: SM10382600

LUMEN®

---

Document Generation Date: 06-20-2023

In re: Cyttera Communications, LLC  
 Case No. 23-14852  
 Schedule G  
 Executory Contracts and Unexpired Leases

| Line  | Name of other parties with whom the debtor has an executory contract or unexpired lease | Creditor Notice Name | Address 1                         | Address 2    | Address 3 | City            | State | Zip        | Country | State what the contract or lease is for and the nature of the debtor's interest | State the term remaining |
|-------|---|----------------------|-----------------------------------|--------------|-----------|-----------------|-------|------------|---------|---|--------------------------|
| 2.153 | Amerium Services, Inc.  | PAE AP Dept          | 901 Lincoln Drive West            | Suite 200    |           | Marlton         | NJ    | 08053      |         | Service Agreement   | Unknown                  |
| 2.154 | Amerium Services, Inc.  | PAE AP Dept          | 901 Lincoln Drive West            | Suite 200    |           | Marlton         | NJ    | 08053      |         | Service Agreement   | Unknown                  |
| 2.155 | AMERICAN BUILDERS & CONTRACTORS SUPPLY C  |                      | 1 ABC PKWY                        | Suite 400    |           | Beloit          | WI    | 53511      |         | Service Agreement   | Unknown                  |
| 2.156 | AMERICAN CAREER COLLEGE - CA  |                      | 151 Innovation Dr                 |              |           | Irvine          | CA    | 92617      |         | Service Agreement   | Unknown                  |
| 2.157 | AMERICAN EAGLE FCU  |                      | 10700 PRAIRIE LAKES DR            |              |           | EDEN PRAIRIE    | MN    | 55344      |         | Service Agreement   | Unknown                  |
| 2.158 | AMERICAN HOSPITAL ASSOCIATION   |                      | 155 N WACKER DRIVE                | SUITE 400    |           | Chicago         | IL    | 60606      |         | Service Agreement   | Unknown                  |
| 2.159 | American Invest Holding LLC   |                      | 5419 Hollywood Blvd               | STE C445     |           | Los Angeles     | CA    | 90027      |         | Service Agreement   | Unknown                  |
| 2.160 | American Momentum Bank  |                      | 4030 Highway 6 South              |              |           | College Station | TX    | 77845      |         | Service Agreement   | Unknown                  |
| 2.161 | American Oncology Network LLC   |                      | 330 Rayford Road                  | Suite #376   |           | Spring          | TX    | 77386      |         | Service Agreement   | Unknown                  |
| 2.162 | AMERICAN PUBLIC UNIV SYSTEMS  |                      | 111 W Congress St                 |              |           | Charles Town    | WV    | 25414      |         | Service Agreement   | Unknown                  |
| 2.163 | American Public University Systems  |                      | 111 W Congress St                 |              |           | Charles Town    | WV    | 25414      |         | Service Agreement   | Unknown                  |
| 2.164 | AMERICAN SOCIETY OF RADIOLOGIC TECH   |                      | 15000 Central Ave SE              |              |           | Abiquerque      | NM    | 87123      |         | Service Agreement   | Unknown                  |
| 2.165 | America's Christian Corporation   |                      | 7490 Golden Triangle Dr.          |              |           | Eden Prairie    | MN    | 55344-3761 |         | Service Agreement   | Unknown                  |
| 2.166 | America's Christian Credit Union  |                      | 2100 E Route 66                   |              |           | Glendora        | CA    | 91740      |         | Service Agreement   | Unknown                  |
| 2.167 | AMERILIFE GROUP LLC   |                      | 2650 McCormick Drive              |              |           | Cleanwater      | FL    | 33759      |         | Service Agreement   | Unknown                  |
| 2.168 | Angen Inc.  |                      | 1 Angen Center Dr.                |              |           | Thousand Oaks   | CA    | 91320      |         | Service Agreement   | Unknown                  |
| 2.169 | Angen Inc. - Colo   |                      | 1 Angen Center Dr.                |              |           | Thousand Oaks   | CA    | 91320      |         | Service Agreement   | Unknown                  |
| 2.170 | Amplify, Inc  |                      | 1000 Windward Concourse           |              |           | Alpharetta      | GA    | 30005      |         | Service Agreement   | Unknown                  |
| 2.171 | AMSCOT CORPORATION  |                      | 600 N Westshore Blvd              | FL 1200      |           | Tampa           | FL    | 33609      |         | Service Agreement   | Unknown                  |
| 2.172 | ANALOGIX SEMICONDUCTOR  |                      | 2350 Mission College Blvd #1100   |              |           | Santa Clara     | CA    | 95054      |         | Service Agreement   | Unknown                  |
| 2.173 | ANCHOR GLASS  |                      | 3001 N Rocky Point Drive          | Suite 300    |           | Tampa           | FL    | 33607      |         | Service Agreement   | Unknown                  |
| 2.174 | Ancon Marine, Inc.  |                      | 22707 Wilmington Ave              |              |           | Carson          | CA    | 90745      |         | Service Agreement   | Unknown                  |
| 2.175 | Ankura Consulting Group, LLC  |                      | 1 North Upper Wacker Drive        | Suite 195    |           | Chicago         | IL    | 60606      |         | Service Agreement   | Unknown                  |
| 2.176 | ANSWER 1 LLC  |                      | 3820 N 3rd St                     |              |           | Phoenix         | AZ    | 85012      |         | Service Agreement   | Unknown                  |
| 2.177 | Anites Golf, LLC  |                      | 12700 Sunrise Valley Dr           | Suite 300    |           | Reston          | VA    | 20191      |         | Service Agreement   | Unknown                  |
| 2.178 | Anitea USA Inc  |                      | 5910 Rice Creek Pkwy              | Suite 100    |           | Saint Paul      | MN    | 55126      |         | Service Agreement   | Unknown                  |
| 2.179 | Anthology, Inc.   |                      | 5201 N Congress Ave               |              |           | Boca Raton      | FL    | 33487      |         | Service Agreement   | Unknown                  |
| 2.180 | AOI Public Safety Corp  |                      | 1000 Business Center Dr           | 6th Floor    |           | Lake Mary       | FL    | 32746      |         | Service Agreement   | Unknown                  |
| 2.181 | APERIA SOLUTIONS  |                      | 14887 Quorum Dr                   |              |           | Dallas          | TX    | 75254      |         | Service Agreement   | Unknown                  |
| 2.182 | Apogee Enterprises Inc  | BRIAN ZUMW           | 4400 W 78th St                    |              |           | Minneapolis     | MN    | 55435      |         | Service Agreement   | Unknown                  |
| 2.183 | Apogee Enterprises Inc  | BRIAN ZUMW           | 4400 W 78th St                    |              |           | Minneapolis     | MN    | 55435      |         | Service Agreement   | Unknown                  |
| 2.184 | Apollo Management Holdings, L.P.  |                      | 1 Manhattanville Rd               | Floor 4      |           | Purchase        | NY    | 10577      |         | Service Agreement   | Unknown                  |
| 2.185 | Apollo Management Holdings, L.P.  |                      | 1 Manhattanville Rd               | Suite 201    |           | Purchase        | NY    | 10577      |         | Service Agreement   | Unknown                  |
| 2.186 | Apollo Management Holdings, L.P.  |                      | 9W W 57th St                      |              |           | New York        | NY    | 10019      |         | Service Agreement   | Unknown                  |
| 2.187 | Appagate Cybersecurity, Inc. (FKA Cyttera Cybersecurity, Inc (DE))                      |                      | 2 Alhambra Plaza, Suite PH-1-B    |              |           | Coral Gables    | FL    | 33134      |         | Service Agreement   | Unknown                  |
| 2.188 | APPLICATIONS INTERNATIONAL CORP   |                      | 10920 Via Frontera                | Suite 400    |           | San Diego       | CA    | 92127      |         | Service Agreement   | Unknown                  |
| 2.189 | APPLICATIONS INTERNATIONAL CORP   |                      | 10920 Via Frontera                | Ste 400      |           | San Diego       | CA    | 92127      |         | Service Agreement   | Unknown                  |
| 2.190 | APPLIED PREDICTIVE TECHNOLOGIE  | Attn: Jonathan White | 4250 Fairfax Drive 11th Floor     |              |           | Arlington       | VA    | 22203      |         | Service Agreement   | Unknown                  |
| 2.191 | Applied Research Associates, Inc.   |                      | 4300 San Mateo Blvd NE            | Ste A-220    |           | Albuquerque     | NM    | 87110      |         | Service Agreement   | Unknown                  |
| 2.192 | APPLIED UNDERWRITERS  |                      | PO Box 3646                       |              |           | Omaha           | NE    | 68103      |         | Service Agreement   | Unknown                  |
| 2.193 | AppScale Systems Inc.   |                      | 220 W Gilsom Avenue               |              |           | Quechee         | VT    | 05059      |         | Service Agreement   | Unknown                  |
| 2.194 | AppSmart Agent Services, Inc.   |                      | 650 California Avenue, 25th floor |              |           | San Francisco   | CA    | 94108      |         | ASSIGNMENT AND ASSUMPTION AND   | Unknown                  |
| 2.195 | AppSmart Agent Services, Inc.   |                      | 650 California Street, 25th Floor |              |           | San Francisco   | CA    | 94108      |         | ASSIGNMENT AND ASSUMPTION AND   | Unknown                  |
| 2.196 | Arion Technologies, Inc.  |                      | 300 Baker Ave. #370               |              |           | Concord         | MA    | 01742      |         | Service Agreement   | Unknown                  |
| 2.197 | AptarGroup Inc.   | Accounts Payable     | 265 Exchange Dr.                  |              |           | Crystal Lake    | IL    | 60014      |         | Service Agreement   | Unknown                  |
| 2.198 | APW KNOXSEEMAN WAREHOUSE, INC.  |                      | 1073 E Artesia Blvd               |              |           | Carson          | CA    | 90746      |         | Service Agreement   | Unknown                  |
| 2.199 | Arcaid IT Analysis  |                      | 1348 Eisenhower Dr. Unit 15144    | Second Floor |           | Savannah        | GA    | 31416      |         | Service Agreement   | Unknown                  |
| 2.200 | Archaea Holdings, LLC   |                      | 500 Technology Drive              |              |           | Canonburg       | PA    | 15317      |         | Service Agreement   | Unknown                  |
| 2.201 | Archive Systems   |                      | 39 Plymouth St                    |              |           | Fairfield       | NJ    | 07004-1615 |         | Service Agreement   | Unknown                  |
| 2.202 | Arden Health Services   |                      | PO Box 1189                       |              |           | Madison         | IN    | 47716      |         | Service Agreement   | Unknown                  |
| 2.203 | Arctham Technologies Inc.   |                      | 5411 Jefferson St NE              | Ste. 200     |           | Albuquerque     | NM    | 87109      |         | Service Agreement   | Unknown                  |
| 2.204 | ARGO COMPUTERS, LTD   | ATTN DJAMAL BRIEDJ   | 546 5TH AVE FLOOR 10              |              |           | New York        | NY    | 10036      |         | Service Agreement   | Unknown                  |
| 2.205 | Ariel Solorzano   |                      | Address on File                   |              |           |                 |       |            |         | REFERRAL AGREEMENT  | Unknown                  |
| 2.206 | Ariel Solorzano   |                      | Address on File                   |              |           |                 |       |            |         | REFERRAL AGREEMENT  | Unknown                  |
| 2.207 | Ariel Solorzano   |                      | Address on File                   |              |           |                 |       |            |         | REFERRAL AGREEMENT  | Unknown                  |
| 2.208 | ARIZONA CENTRAL CREDIT UNION  |                      | 2020 CENTRAL AVE #800             |              |           | Phoenix         | AZ    | 85004      |         | Service Agreement   | Unknown                  |
| 2.209 | Arizona Regional Multiple Listing Service   |                      | 130 S Priest Dr.                  | Suite 101    |           | Tempe           | AZ    | 85281      |         | Service Agreement   | Unknown                  |