



# Qualified Transportation Plan

## Summary Plan Description (SPD) For Eligible Active Employees

Effective Jan. 1, 2021

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# INTRODUCTION

Lumen Technologies\* (hereinafter “Lumen” or “Company”) is pleased to provide you with this Summary Plan Description (“SPD”) for the Qualified Transportation Plan (the “Plan”). This SPD and the Plan document, which is attached, describe your benefits, as well as rights and responsibilities, under the Plan.

The purpose of the Plan is to offer eligible employees a transportation benefit. The Plan is maintained for the exclusive benefit of the employees of the Employer and is intended to comply with the requirements of Section 132(f) of the Internal Revenue Code. It is also intended that the provisions of the Plan be “legally enforceable” as that term is defined and required under the Internal Revenue Code. The Plan is not an “employee welfare benefit plan” for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended.

The Commuter Transit and Parking account allows you to set aside money from your pay on a before-tax basis to pay for eligible costs associated with commuting to and from work. The advantage is that you don’t pay federal taxes on your contributions, which lowers your taxable income.

This document provides you with administrative and other information about the Plan. If there is any conflict between the terms of the Plan document and this SPD, the terms of the Plan document will govern. The Company has delegated and reserved to the Plan Administrator the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan in its sole and absolute discretion. Benefits are determined by the Company in its sole and absolute discretion and do not create a contract of employment.

## IMPORTANT FACTS ABOUT THE QUALIFIED TRANSPORTATION PLAN

### Plan Year

The fiscal year of the Plan begins on Jan. 1 and ends on Dec. 31.

### Plan Type and Name

The Plan is a tax vehicle for purposes of Section 132(f) of the Internal Revenue Code as amended. It is not a benefit plan subject to the federal law known as “ERISA.”

### Plan Funding and Administration

The Plan is unfunded and is administered by Alight Solutions. There are no company contributions but employee contributions are required.

### Identification of Plan Sponsor, Plan Administrator and Participating Companies

Lumen is the Plan Sponsor and the Lumen Employee Benefits Committee, the Plan Administrator, has delegated Alight Solutions to act as the Claims Administrator of the Plan.

The address for the Claims Administrator is:

Alight Solutions, LLC  
P.O. Box 661147  
Dallas, TX 75266-1147

\* The Lumen brand was launched on September 14, 2020. As a result, CenturyLink, Inc. is referred to as Lumen Technologies, or simply Lumen. The legal name CenturyLink, Inc. is expected to be formally changed to Lumen Technologies, Inc. upon the completion of all applicable requirements.

## Service of Legal Process

Process in legal actions with respect to the provisions of the Plan should be directed to the Plan Sponsor's agent for service of legal process:

**Plan Administrator:**

Lumen Employee Benefits Committee  
214 East 24th Street  
Vancouver, Washington 98663

**Agent for Service of Legal Process:**

Associate General Counsel  
931 14th Street, 9th Floor  
Denver, Colorado 80202

**Legal process may also be served on:**

The Corporation Company (a.k.a. CT Corp)  
1675 Broadway, Suite 1200  
Denver, Colorado 80202

## Plan Amendment and Termination

The Plan may be amended or terminated without prior notice in whole or in part at any time, with future or with retroactive effect, by a writing approved by the Plan Design Committee. Amendment or termination of the Plan shall not affect the rights of any Eligible Employee to any Plan benefit to which such Employee may have become irrevocably entitled under the Plan prior to the date such amendment or termination is adopted. On termination of the Plan, all rights to benefits end if an Employee has not become already entitled.

## Plan Administrator's Discretion and Authority

The Plan Administrator has the right and discretion to determine all matters of fact or interpretation relative to the administration of the Plan - including questions of eligibility, interpretation of Plan provisions and all other matters. The decisions of the Plan Administrator, and any other person or group to whom such discretion and authority is delegated, such as the Claims Administrators, shall be conclusive and binding on all persons.

## ELIGIBILITY

Regular, Full-Time Employees of the Company are eligible to elect to enroll in the Commuter Spending Account on the 31st day of employment. Contributions are made on a before-tax basis during the calendar year to reimburse Mass Transit expenses or Parking reimbursements. Enrollment in the Commuter Spending Account is separate from Annual Enrollment. You may enroll in the Commuter Spending Account anytime during the year. Enrollment or changes to your Commuter Spending Account must be received by the tenth of the month prior to the month you want the change to take effect (for example, by Jan. 10 for a Feb. change or election). Parking expenses must be submitted within 180 days from the date the expense was incurred.

You are not eligible to participate in the Transportation Plan if you are:

- An individual who is not classified by the Company as an "employee" on the payroll system, or
- An individual who is carried on the payroll of another company including but not limited to, a temporary employment service, or whom the Company has classified and/or treated as a vendor, consultant or independent contractor,
- A temporary employee.

# CONTRIBUTIONS

## Payroll Deductions

If you elect to participate in this Plan, your Compensation will be reduced by the amount elected and will be applied to your Commuter Spending Account. Deductions will be made the first two pay periods of each month until you terminate participation in the plan.

## Limitation on Contributions

The monthly before-tax limit is \$270 for mass transit and parking reimbursement expenses. If you pay for parking and for transit, you can submit both expenses up to the \$270 limit. This amount may be adjusted by the IRS periodically. The minimum payroll deduction is \$10 per month. When you order your transportation and parking vouchers each month from “Your Spending Account” (YSA), they’re mailed directly to your home. The cost of the voucher is deducted from your paycheck. If you exceed your before-tax limit, the remaining deductions will be treated as after-tax deductions.

# ELECTION OF BENEFITS

## Elections

If you elect to participate in the Qualified Transportation Plan, coverage will be effective the first of the month following the order if the order was placed by the 10<sup>th</sup> of the preceding month and will continue as long as you elect the recurring option.

## Application to Participate

To enroll, log onto the Health and Life Benefits website at [lumen.com/healthandlife](https://lumen.com/healthandlife), click on the *Other Benefits* tab, select *Mass Transit/Parking Accounts*, and follow the links to enroll or modify your benefits.

## Termination of Participation

You can notify YSA at [lumen.com/healthandlife](https://lumen.com/healthandlife), of your decision to enroll or stop participating in the Commuter Spending Account at any time. If you leave the company and you have already contributed to a Commuter Spending Account, IRS rules state that any unused funds will be forfeited.

## Revocation and Change of Election

You may prospectively revoke your election at any time, however, the Qualified Parking or Transit Pass order must be cancelled by the 10<sup>th</sup> of the month preceding the month in which you want to cancel your participation. You can submit a claim for reimbursement during the period of time that you were in active status and within 180 days from the cancellation or termination date.

# TRANSPORTATION REIMBURSEMENT PLAN

## Commuter Spending Accounts

The Administrator shall establish a Commuter Spending Account for each Participant who elects to participate in the Plan. The aggregate amount of such accounts shall not be invested (and, as a result, shall not be credited with interest).

## Allowable Transportation Expenses

The most common eligible Commuter Transit and Parking Account expenses are charges for:

- Mass transit trains or buses (limousines and taxis are normally excluded)
- Vanpooling
- Subway
- Parking on or near your employer's property
- Parking on or near a location from which you commute to work (for example, a train station)

To the extent of the amount contained in the Participant's Commuter Spending Account, a Participant who incurs Transportation Expenses while a Participant shall be entitled to receive from the Administrator reimbursement or payment on behalf of the participant for such expenses, subject to the maximum before-tax limit described below.

The maximum that may be deducted before-tax under the Plan for expenses incurred in any given calendar month is:

- a) \$270 for Transit Passes and transportation in a Commuter Highway Vehicle; plus
- b) \$270 for Qualified Parking,

Amounts are subject to change from time to time as allowed by the Code. The Code changes to the limits are to be automatically incorporated herein without the requirement of a plan amendment. However, all reimbursement payments on behalf of the Participant are limited to the amount in the Participant's Commuter Spending Account.

Each transit authority has control over the administration of their transit products and sets the rules on fund transfers and use of their products. the Company cannot make changes or updates to their policies. The only exception is in the case of a missing card where funds are transferred to a new card.

## Unused Amounts

Refer to the GLOSSARY, page 7, in this SPD, for defined terms.

If you have a balance in your account at the end of any calendar month, that amount shall remain in your account provided you continue to be actively employed by the Company.

## Transit Pass

You do not need to participate or contribute to the Plan, you can use available funding to fulfill future orders provided you are actively employed by the Company.

## Qualified Parking

You **do** need to be contributing the minimum required amount in order for your card to remain active. A Claim for reimbursement during the time you were actively employed must be submitted within 180 days from the cancellation or termination date.

The amount in your Commuter Spending Account as of the date you cease to be actively employed by the Company shall be forfeited to the Company's general accounts if your claim for reimbursement was not submitted timely, as applicable.

## Request Reimbursement

To request reimbursement, log onto the Health and Life website at [lumen.com/healthandlife](https://lumen.com/healthandlife), click on the

*Other Benefits* tab, select *Mass Transit/Parking Accounts*. Under *Take Action*, select *Make Changes at Wired Commute*.

## ADMINISTRATION AND CLAIMS

### Examination of Records

The Administrator will make available to each Participant such records as they pertain to the Participant, for examination at reasonable times during normal business hours.

### Claims Procedure

The Employer shall pay all Commuter Spending Accounts for Qualified Parking claims to the Participant, upon the presentation to the Administrator, or its agent, of documentation of such expenses in a form satisfactory to the Administrator. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. Each Participant who desires to receive reimbursement under the Plan for Qualified Parking incurred by the Participant shall submit to the Administrator, or its agent, a claim on the form designated by the Administrator, along with documentation supporting the fact that the Participant actually incurred the claimed expenses, such as receipts, copies of billing statements, or copies of checks used to pay for Qualified Parking for reimbursement under this Plan. If such documentation is not provided in the ordinary course of business, the Participant must certify to the Administrator the type and the amount of expenses incurred. The sufficiency of such documentation and/or certification is in the sole discretion of the Administrator, and the Administrator may require any additional documentation as it determines is necessary to establish that the Participant incurred the claimed expenses.

A Participant must submit a claim within 180 days of when the expense was incurred.

### Claim Appeals

If the Administrator denies a claim, the Administrator, or its agent, shall provide notice to you or your duly authorized representative, in writing, within 60 days after the claim is filed. The notice shall be written in a manner calculated to be understood by the claimant and shall set forth (i) the specific reason(s) for the denial; (ii) specific references to the pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and (iv) an explanation of the Plan's claim procedure.

Within 60 days after receipt of the above material, you or your duly authorized representative shall have a reasonable opportunity to appeal the claim denial to the Administrator, or its agent, for a full and fair review. You or your duly authorized representative may (i) request a review upon written notice to the Administrator, or its agent; (ii) review pertinent documents; and (iii) submit issues and comments in writing.

A decision by the Administrator, or its agent, will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator, or its agent, shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the you or your duly authorized representative, with specific references to the pertinent Plan provisions on which the decision is based.

Any balance remaining in your Commuter Spending Account as of the claims submission deadline shall be forfeited to the Employer's general accounts, unless you or your duly authorized representative make a timely claim, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in your account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the claims submission

deadline shall be forfeited to the Employer's general accounts. A Claim for reimbursement during the time you were in active status must be submitted within 180 days from the cancellation or termination date.

## AMENDMENT OR TERMINATION OF PLAN

### Amendment

The Company or its delegate, the Lumen Plan Design Committee or its delegate, at any time or from time to time, may amend any or all the provisions of the Plan without the consent of any Employer, Employee or Participant. No amendment shall have the effect of reducing any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with the Code, federal law (or local) statute or regulations.

### Termination

The Company expects to continue the Plan indefinitely, but continuance is not assumed as a contractual right and the Company reserves the right to terminate the Plan, in whole or in part, and may also do so through its delegate, the Lumen Plan Design Committee, and each Employer reserves the right to terminate the Plan as it applies to such Employer, at any time. In the event the Plan is terminated; no additional payroll deductions shall be made. Any amounts remaining as of the date of the Plan termination shall be forfeited to the Employer's general accounts.

## MISCELLANEOUS

### Plan Interpretation

The Plan Administrator, and to the extent it has delegated to the Claims Administrator, have sole and exclusive authority and discretion in:

- Interpreting Benefits under the Plan;
- Interpreting the other terms, conditions, limitations, and exclusions set out in the Plan, including this SPD;
- Determining the eligibility, rights, and status of all persons under the Plan;
- Making factual determinations, finding and determining all facts related to the Plan and its Benefits; and
- Having the power to decide all disputes and questions arising under the Plan.

The Plan Administrator and to the extent it has delegated to the Claims Administrator may delegate this discretionary authority to other persons or entities who provide services in regard to the administration of the Plan.

### Clerical Error

If a clerical error or other mistake occurs, however occurring, including but not limited to, by the Committee, its delegates, members of the Employee Benefits Group of the Company's Human Resources Organization, Vendors, a Participant, such clerical error or mistake does not and shall not create a right to a Benefit under the Plan. Clerical errors include, but are not limited to, providing misinformation on eligibility or Benefits or entitlements, relating to information transmittal and/or communications, perfunctory or ministerial in nature, involving claims processing, recordkeeping or underwriting function, or made by any of the parties listed above.

Although every effort is and will be made to administer the Plan in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded, and the actual Plan provisions will be controlling. A clerical error will not void coverage to which a Participant is entitled under the terms of the Plan, nor will it continue coverage that should have never ended under the terms of the Plan. When an error is found, it will



be corrected or adjusted appropriately as soon as practicable. Interest shall not be payable with respect to a Benefit corrected or adjusted. It is the Participant's responsibility to confirm the accuracy of statements made by the Plan or its designees, including a third-party administrator.

## GLOSSARY

Many of the terms used throughout this SPD may be unfamiliar to you or have a specific meaning with regard to the way the Plan is administered and how Benefits are paid. This section defines terms used throughout this SPD, but it does not describe the Benefits provided by the Plan.

**Amendment** - any attached written description of additional or alternative provisions to the Plan. Amendments are subject to all conditions, limitations and exclusions of the Plan, except for those that the amendment is specifically changing.

**Annual Enrollment** - the period of time, determined by the Company, during which eligible Employees may enroll themselves and their Dependents under the Plan. the Company determines the period of time that is the Annual Enrollment period.

**Code** - the Internal Revenue Code of 1986, as amended from time to time.

**Commuter Highway Vehicle** - any highway vehicle if (1) the seating capacity of the vehicle is at least 6 adults (not including the driver), and (2) at least 80% of the mileage use can reasonably be expected to be (a) for purposes of transporting employees in connection with travel between their residences and their place of employment, and (b) on trips during which the number of employees transported for such purposes is at least one half of the adult seating capacity of the vehicle (not including the driver).

**Commuter Spending Account** - allows you to set aside money from your pay on a before-tax basis to pay for eligible costs associated with commuting to and from work. The advantage is that you don't pay federal taxes on your contributions, which lowers your taxable income.

**Company** - Lumen

**Employee** - a full-time Employee of the Employer who meets the eligibility requirements specified in the Plan, as described under Eligibility in the Introduction section. An Employee must live and/or work in the United States. The determination of whether an individual who performs services for the Company is an Employee of the Company or an independent contractor and the determination of whether an Employee of the Company was classified as a member of any classification of Employees shall be made in accordance with the classifications used by the Company, in its sole discretion, and not the treatment of the individual for any purposes under the Code, common law, or any other law.

**Employer** - Lumen

**Employee Retirement Income Security Act of 1974 (ERISA)** - the federal law that regulates retirement and employee welfare benefit plans maintained by employers. The Plan is not subject to ERISA.

**Plan** - Lumen Qualified Transportation Plan.

**Plan Administrator** - Lumen or its designee.

**Plan Sponsor** - Lumen

**Plan Year** - means the calendar year, Jan. 1 to Dec. 31.

**Qualified Parking** - parking on or near the business premises of the Employer or on or near a location from which the Employee commutes to work by transportation requiring a Transit Pass, in a Commuter Highway Vehicle, or by car pool. The term Qualified Parking shall not include any parking on or near property used by the Employee for residential purposes.

**Transit Pass** - any pass, token, fare card, voucher, or similar item entitling a person to transportation (or transportation at a reduced price) if such transportation is (1) on mass transit facilities (whether or not publicly owned), or (2) provided by a person in the business of transporting persons for compensation or hire if such transportation is provided in a highway vehicle with a seating capacity of at least 6 adults (not including the driver).

**Transportation Expenses** - any of the following:

- expenses for transportation in a Commuter Highway Vehicle if such transportation is in connection with travel between the Employee's residence and place of employment;
- expenses for a Transit Pass; and
- expenses for Qualified Parking.