

## **Customer Information and Contract Specifications**

Customer Name: City of Clearwater, FL Account Number: 2-P9XJ96

Currency:	USD
Monthly Recurring Charges (MRC):	\$1,685.70
Non Recurring Charges (NRC):	\$350.00

### **Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1700 N BELCHER RD CLEARWATER FLORIDA 33765 1305 UNITED STATES	IP VPN Port and Access	New	12	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Managed IAD			1	\$552.50	\$350.00	\$552.50	\$350.00
	- Vendor = Cisco							
	- Model = C4331-T1- 03							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	12	1			\$683.20	\$0.00
	- Includes Network Interface Device							
	Subtotal						\$1,235.70	\$350.00
1700 N BELCHER RD CLEARWATER FLORIDA 33765 1305 UNITED STATES	IP VPN Logical Interface (10 Mbps CIR, Flat Rate)	New	12	1	\$450.00	\$0.00	\$450.00	\$0.00
	- Committed Information Rate (CIR) = 10 Mbps							
	Subtotal						\$450.00	\$0.00
	Totals						\$1,685.70	\$350.00

\*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.

## **SLED 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

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or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. 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 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 cancel 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. Services are subject to Lumen's standard Master Service Agreement and Service Schedule(s), copies of which are available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference.

Notwithstanding anything 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 provisioned, 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 change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates for cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in Lumen's standard Master Service Agreement.

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. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

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.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at 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 colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations,

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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 countries where Lumen does not currently hold a license to provide such Services, Customer consents and appoints Lumen as its agent to procure of third-party carriers.

11. If your network service utilizes TDM technologies, then the following applies: (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. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

## **Additional Order Terms**

### <u>Invoices</u>

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Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

#### Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

## Signature Block

Customer: City of Clearwater, FL	
Total MRC: \$1,685.70 Total NRC: \$350.00	
Signature:	
Name:	

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

#### Document Generation Date: 05-16-2024

