LUMEN®

Renewal Order Form

Customer Name: City of Ocala
BusOrg ID: 3-A83619

Transaction ID: 266434-12-01

Requestor: Pruitt, Dayne (Dayne)

Billing Account Number: 88393864

Currency: USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	New Service Term (Months)	Current Burstable	New Burstable	Current MRC	New MRC
692 NW 30TH AVE, OCALA, FL, UNITED STATES, 34475		100 M LUMEN Loop	WAN	ETH100-23080941	LL20137346	12			550.00	550.00
692 NW 30TH AVE, OCALA, FL, UNITED STATES, 34475		100 Mbps Internet IQ Port	WAN	ETH100-23080941	IQ20137345	12			400.00	400.00
									950.00	950.00

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Billing Account Number: 91097506

Currency: USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	New Service Term (Months)	Current Burstable	New Burstable	Current MRC	New MRC
249 RIVERCHASE DR FLR 1 RM TELCO, HARTFORD, AL, UNITED STATES, 36344		300 Mbps LUMEN Loop	WAN	ETH1000- 24151505	LL20989122	12			516.00	516.00
249 RIVERCHASE DR FLR 1 RM TELCO, HARTFORD, AL, UNITED STATES, 36344		300 Mbps Internet IQ Port	WAN	ETH1000- 24151505	IQ20989123	12			400.00	400.00
									916.00	916.00

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Summary of Monthly Recurring Charges

Billing Account Number: 88393864

Currency: USD **Total New MRC:** 950.00

Billing Account Number: 91097506

Currency: USD **Total New MRC:** 916.00

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Terms and Conditions

- 1. "Lumen" is defined for purposes of this renewal Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this renewal Order. This confidential renewal Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in Section 2. Customer places this renewal Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this renewal Order and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. The Services in this renewal Order are renewed subject to the service agreement(s) and applicable Service Exhibit(s)/Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate service agreement) governing the Service(s) during their current Service Term ("Existing Agreement"), to the extent not in conflict with these terms. 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 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 early termination liability charges equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for months 1-12 of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement.
- 2. Customer-signed renewal Order must be received and processed by Lumen at least 15 calendar days prior to the start of the next full invoice cycle for the rates and New Service Term to be effective on that following invoice. Otherwise, rates and New Service Term will be effective as of the second full monthly invoice for such Services following receipt by Lumen. Acceptance of this renewal Order will be evidenced by Lumen's implementation of rates or New Service Term set forth in this renewal Order. Until Lumen accepts this renewal Order, Customer's pricing for existing Services will continue to be governed by the Existing Agreement, and Customer will pay any charges that are accrued but unpaid under the Existing Agreement.
- 3. Your existing service configurations (e.g., bandwidth, port type, seat type, and maintenance option) will remain the same, and Lumen's internal records will control for purposes of determining your configurations. The Lumen entity providing Services is identified on the invoice. If your Existing Agreement has a minimum service period, then the minimum service periods for existing Services will not carry forward.
- 4. 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 renewal 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.
- 5. 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.
- 6. Unless otherwise set forth in a Service Attachment, Customer will pay the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees.
- 7. If your network service utilizes TDM access, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision 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 rates set forth in the Rerate Notice.

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8. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Technology Migration. Unless otherwise set forth in a Service Attachment, if Customer desires to migrate a current Service(s), Lumen agrees to evaluate the migration and, in Lumen's sole discretion, waive early termination charges if the migration satisfies Lumen's criteria.

Customer Name:			
Customer Signature:	Date:	Renewal Pricing Expires On:	26-Jan-25

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