Contract No. 241108919028

# **Products and Services Agreement (Services Only)**

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Services ("CenturyLink") and City of Ocala ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.City of Ocala

- 1. SERVICES. CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- 2. PURCHASE ORDERS. This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 3. UNIFORM RESOURCE LOCATORS (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.

### **AGREED:**

## CENTURYLINK SALES SOLUTIONS, INC.

Steve Arneson Bv: Steve Arneson (Feb 14, 2025 10:35 CST) **Printed:** Steve Arneson Title: Manager - Offer Management Date:

02/14/2025

Address for CenturyLink

**Notices:** Attn: Sales Administration 555 Lake Border Dr.

Apopka, FL 32703

And if related to a dispute to:

CenturvLink

Attn: Notice Coordinator 931 14th Str., #900 Denver, CO 80202

Fax: (888) 778-0054

City of Ocala

By: 382728BFAF374Krlsten Drever **Printed:** 

Title: Council President

2/5/2025 Date:

Customer CITY OF OCALA, 110 SE Watula

Address: Ave, 3rd Floor

OCALA, FL 34471-2148

Address for Notices (if different from above):

Sales Rep: Dayne Pruitt

Sales Rep Phone: (864) 450-9764

Approved as to form and legality:

Signed by:

W<u>illiam E. Sexton, Esq</u> B07DCFC4E86E429...

Contract No. 241108919028

09.22-Tbl/Svc

#### SERVICES LIST

operating company providing Services can be located by searching for a NPA-NXX in the first column of the list at <a href="http://www.centurylink.com/tariffs/NPANXX">http://www.centurylink.com/tariffs/NPANXX</a> Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in the table below ("Price Table"). Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
Enhanced Ethernet Services	12	\$0	\$0
EMBARQ Enhanced Ethernet Services	12	\$3360	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0

## 2. PRICING.

- 2.1 Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs"). CenturyLink will charge Customer the MRCs or MRRs for the Services described in the Price Table. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
- **2.2 Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in the Price Table. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- **2.3 Additional Charges**. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- **2.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
- 3. TERMS AND CONDITIONS. CenturyLink provides Services under the applicable terms and conditions posted to <a href="http://about.centurylink.com/legal/rates\_conditions.html">http://about.centurylink.com/legal/rates\_conditions.html</a> and incorporated into the Agreement by this reference. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
- 4. TERMINATION. If Customer gives notice of cancellation or termination, disconnects any portion of a Service, or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

**5. RELATED PRODUCT PURCHASES.** If Customer requests, CenturyLink will provide reasonable efforts to resolve equipment and software failure issues, including providing materials, parts, and labor as needed and available for resolution at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services and the Time and Materials Services Annex, all posted to <a href="http://about.centurylink.com/legal/rates">http://about.centurylink.com/legal/rates</a> conditions.html.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



**Customer Contact Information:** 

Company Name: City of Ocala Billing Address: 3001 NE 21st St.

Billing City, State, Zip: Ocala FL 34470

BAN ID:

Customer Contact Name: Shantel Bynes Customer Contact Phone: 135-240-16900 Customer Contact E-mail: sbynes@ocalafl.gov

CenturyLink Contact Information:

Sales Person: Dayne Pruitt [1068949] Email: dayne.pruitt@centurylink.com Sales Contact Number: 864-388-1315

Dealer Code: 1068949

Engineer: Chuck Roberson

Email: charles.w.roberson@centurylink.com Engineer Contact Number: 352-368-8814

**Service Description:** The following Term options reflect the total <u>budgetary</u> Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services

Term Agreement: 12 month

Total # of Sites included in this quote: 18

Site	Listing Name	MRR	NRR
Α	102 Marion Oaks Lane	\$180.00	\$0.00
В	11350 SW 49th Ave.	\$180.00	\$0.00
С	120 NW 110th Ave	\$180.00	\$0.00
D	13323 NE Jacksonville Rd	\$180.00	\$0.00
Е	15490 SE 182nd Ave Rd	\$180.00	\$0.00
F	16004 E HWY 40	\$180.00	\$0.00
G	16355 SE County Rd 25	\$180.00	\$0.00
Н	17200 SE 115th Ct	\$180.00	\$0.00
I	1750 NW 100th St	\$180.00	\$0.00
J	2122 Pine Rd	\$180.00	\$0.00
K	3199 NE 70th St	\$180.00	\$0.00
L	612 SW 1st Ave	\$180.00	\$0.00
M	777 S. County Rd 314A	\$180.00	\$0.00
N	7884 S.W. 90th Street	\$180.00	\$0.00
0	809 Pine Street	\$300.00	\$0.00
Р	8220 SE 165th Mulberry Lane	\$180.00	\$0.00
Q	8899 SW 108th St	\$180.00	\$0.00

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



R	981 NE 16th St., Bldg #2	\$180.00	\$0.00
	TOTAL	\$3360.00	\$0.00

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 102 Marion Oaks Lane

Address: 102 MARION OAKS LN City, State, Zip: OCALA, FL, 34473

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/246040//UFLG

### **Telco Central Office Information:**

Telco A: Embarq Florida, Inc.

Serving Central Office CLLI: BLVWFLXA02W Serving Central Office Address: 5911 SE OAK RD

Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

**Service Description:** 

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
Α	1	PP1EEZ104		10 Mbps Metro Ethernet	\$180.00	\$180.00		
				CIR/EIR Based Service				
Α	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 11350 SW 49th Ave.

Address: 11350 SW 49TH AVE City, State, Zip: OCALA, FL, 34476

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245995//UFLG

### Telco Central Office Information:

Telco B: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

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# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
В	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
В	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 120 NW 110th Ave

Address: 120 NW 110TH AVE City, State, Zip: OCALA, FL, 34482

**NPA-NXX:** 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245943//UFLG

### Telco Central Office Information:

Telco C: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
С	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
С	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 13323 NE Jacksonville Rd

Address: 13323 NE JACKSONVILLE Rd City, State, Zip: SPARR, FL, 32192

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245955//UFLG

### Telco Central Office Information:

Telco D: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

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# **Service Description:**

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
D	1	PP1EEZ104		10 Mbps Metro Ethernet	\$180.00	\$180.00		
				CIR/EIR Based Service				
D	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 15490 SE 182nd Ave Rd

Address: 15490 SE 182ND AVENUE RD City, State, Zip: UMATILLA, FL, 32784

**NPA-NXX:** 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245913//UFLG

### Telco Central Office Information:

Telco E: Embarq Florida, Inc.

Serving Central Office CLLI: LDLKFLXA06W

Serving Central Office Address: 121 E LADY LAKE BLVD Serving Central Office City, State, Zip: LADY LAKE, FL 32159

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
E	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
Ε	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 16004 E HWY 40

Address: 16004 E HIGHWAY 40

City, State, Zip: SILVER SPRINGS, FL, 34488

**NPA-NXX:** 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245934//UFLG

### Telco Central Office Information:

Telco F: Embarq Florida, Inc.

Serving Central Office CLLI: OCNFFLXARPO Serving Central Office Address: 111 N HWY 314A

Serving Central Office City, State, Zip: OCALA NATIONAL FOREST, FL 32688

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
F	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
F	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 16355 SE County Rd 25

Address: 16355 S HIGHWAY 25

City, State, Zip: WEIRSDALE, FL, 32195

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/246041//UFLG

### Telco Central Office Information:

Telco G: Embarq Florida, Inc.

Serving Central Office CLLI: LDLKFLXA06W

Serving Central Office Address: 121 E LADY LAKE BLVD Serving Central Office City, State, Zip: LADY LAKE, FL 32159

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
G	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
G	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 17200 SE 115th Ct

Address: 17200 SE 115TH Ct

City, State, Zip: SUMMERFIELD, FL, 34491

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245861//UFLG

### Telco Central Office Information:

Telco H: Embarq Florida, Inc.

Serving Central Office CLLI: BLVWFLXA02W Serving Central Office Address: 5911 SE OAK RD

Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
Н	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
				CIR/EIR based service				
Н	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 1750 NW 100th St

Address: 1750 NW 100TH ST City, State, Zip: OCALA, FL, 34475

**NPA-NXX:** 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/246071//UFLG

### Telco Central Office Information:

Telco I: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

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# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
I	1	PP1EEZ104	E183	10 Mbps Metro Ethernet	\$180.00	\$180.00		
				CIR/EIR Based Service				
I	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

**PON #:** 

Primary Location Name: 2122 Pine Rd

Address: 2122 PINE RD

City, State, Zip: OCALA, FL, 34472

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245998//UFLG

### **Telco Central Office Information:**

Telco J: Embarq Florida, Inc.

Serving Central Office CLLI: SVSSFLXA03W

Serving Central Office Address: 9618 SE MARICAMP RD

Serving Central Office City, State, Zip: SILVER SPRINGS SHORES, FL 34472

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
J	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
J	1			Service Order Charge	\$0.00	\$0.00		
J	1			Intermetro Vconnect - ICB	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarg Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 3199 NE 70th St

Address: 3199 NE 70TH ST

City, State, Zip: OCALA, FL, 34479

**NPA-NXX:** 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245993//UFLG

### Telco Central Office Information:

Telco K: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

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# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
K	1	PP1EEZ104		10 Mbps Metro Ethernet	\$180.00	\$180.00		
				CIR/EIR Based Service				
K	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 612 SW 1st Ave

Address: 612 SW 1ST AVE

City, State, Zip: OCALA, FL, 34471

**NPA-NXX:** 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245947//UFLG

### Telco Central Office Information:

Telco L: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

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# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
L	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
L	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



#### **Customer Service Location:**

PON #:

Primary Location Name: 777 S. County Rd 314A

Address: 777 S HIGHWAY 314A

City, State, Zip: OCKLAWAHA, FL, 32179

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245873//UFLG

### Telco Central Office Information:

Telco M: Embarq Florida, Inc.

Serving Central Office CLLI: OCNFFLXARPO Serving Central Office Address: 111 N HWY 314A

Serving Central Office City, State, Zip: OCALA NATIONAL FOREST, FL 32688

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
М	1	PP1EEZ104	E183	10 Mbps Metro Ethernet	\$180.00	\$180.00		
				CIR/EIR Based Service				
M	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

### Additional Terms and Conditions:

• At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarq Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

• The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 7884 S.W. 90th Street

Address: 7884 SW 90TH ST

City, State, Zip: OCALA, FL, 34476

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/246039//UFLG

### **Telco Central Office Information:**

Telco N: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
N	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
N	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
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# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

**PON #:** 

**Primary Location Name:** 809 Pine Street

Address: 809 PINE ST

City, State, Zip: LEESBURG, FL, 34748

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245718//UFLG

### **Telco Central Office Information:**

Telco O: Embarq Florida, Inc.

Serving Central Office CLLI: LSBGFLXA23W Serving Central Office Address: 425 N 3RD ST

Serving Central Office City, State, Zip: LEESBURG, FL 32749

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
0	1	PP1EEZ114		200 Mbps Metro Ethernet CIR/EIR Based Service	\$300.00	\$300.00		
0	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$300.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 8220 SE 165th Mulberry Lane

Address: 8220 SE 165TH MULBERRY Ln City, State, Zip: SUMMERFIELD, FL, 34491

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/246002//UFLG

### **Telco Central Office Information:**

Telco P: Embarq Florida, Inc.

Serving Central Office CLLI: LDLKFLXA06W

Serving Central Office Address: 121 E LADY LAKE BLVD Serving Central Office City, State, Zip: LADY LAKE, FL 32159

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
Р	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
Р	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

### Additional Terms and Conditions:

 At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarq Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 8899 SW 108th St

Address: 8899 SW 108TH St City, State, Zip: OCALA, FL, 34481

NPA-NXX: 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/245851//UFLG

### **Telco Central Office Information:**

Telco Q: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
Q	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
Q	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/21/2024 Expire Quote Date: 1/21/2025 Customer Copy - Quote #: 24-000861



### **Customer Service Location:**

PON #:

Primary Location Name: 981 NE 16th St., Bldg #2

Address: 981 NE 16TH ST

City, State, Zip: OCALA, FL, 34470

**NPA-NXX:** 352-401

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/246045//UFLG

### Telco Central Office Information:

Telco R: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

# Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
R	1	PP1EEZ104		10 Mbps Metro Ethernet CIR/EIR Based Service	\$180.00	\$180.00		
R	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$180.00		\$0.00

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# **Customer Responsibilities – Ethernet Services described in this Price Quote**

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote ("Ethernet Services"), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

- 2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.
  - If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with 3/4" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.
- 3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
- 4. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Ethernet Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
- 5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
- 6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.
  - CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

- 7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
- 8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
- 9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
- 10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

## EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") and the applicable cover agreement, (collectively, the "Agreement") will govern Customer's use of EMBARQ Classic Ethernet Services ("Services") provided by the applicable CenturyLink operating company supporting Customer's locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs. The local operating company providing the Service is identified in the Agreement.

## 1. Services Description and Types

- 1.1 Services Description. The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks ("LANs") within a metropolitan area. The Services deliver access from Customer's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that consists of the following:
  - **A.** User-to-Network Interface ("UNI"). The UNI is the physical interface between CenturyLink and Customer. The UNI includes:
    - (1) an Ethernet port connection at Customer's premises; and
    - (2) the physical transport to the CenturyLink switched Ethernet network.
  - B. Ethernet Virtual Connection ("EVC").
    - (1) EVC is the logical connection of an Ethernet service that connects two or more locations.
  - Class of Service. Customer can purchase an optional Class of Service ("COS") for an additional Monthly Recurring Charge ("MRC"). COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink-provided mapping criteria, Customer must notify CenturyLink on how to mark and prioritize its traffic. After notification from Customer, CenturyLink will classify the traffic accordingly, as described in the following subsections. The two COSs are as follows.
    - (1) Gold COS. This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.
    - (2) Silver COS. This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.

### D. Ethernet Network Interface Device ("E-NID").

- (1) To deliver the Services, CenturyLink will place the E-NID at Customer premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Customer premise. The E-NID allows for the convergence of multiple service options over one common facility for network aggregation. The E-NID is considered CenturyLink's point of demarcation.
- (2) Installation of E-NID. CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Customer's premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm

Monday through Friday local time excluding CenturyLink-observed holidays ("Normal Business Hours"). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.

- (3) Customer will pay CenturyLink for replacement of an E-NID that is damaged as a result of Customer's failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by CenturyLink for the remainder of the Order Term, regardless of whether or not the damaged E-NID is replaced.
- Customer must ensure the security of the E-NID located within Customer's premises and Customer will reimburse CenturyLink for any loss or damage to the E-NID caused by Customer's failure to properly secure Customer's premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

# 1.2 Services Types and Technical Specifications

# A. Services Types.

- (1) Ethernet Local Area Network ("E-LAN"). A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Customer sites.
- (2) Ethernet Private Line ("EPL"). A service type used to provide point-to-point connectivity between two sites.

# **B.** Technical Specifications.

- (1) Services are available to customers whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.
- (2) The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.
- (3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).
- **1.3 Customer Certification.** Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

# 2. Order Term.

- 2.1 The Order Term for the Services is designated in the Agreement.
- **2.2.** Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:

- **A.** The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and
- **B.** The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and
- **C.** The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.
- **2.3.** CenturyLink will determine whether the new service qualifies as a next generation service offering.
- **2.4.** Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.
- **2.5.** Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

## 3. Responsibilities of the Parties.

# 3.1 Responsibility of CenturyLink.

- **A.** CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.
- **B.** CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

## C. Maintenance.

- (1) **Preventive Maintenance.** To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:
  - (a) Scheduled Maintenance. Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.
  - **(b) Demand Maintenance.** Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Customer will be informed when the maintenance has been completed.
- (2) Notification. CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <a href="http://www.centurylinkservices.net/events/">http://www.centurylinkservices.net/events/</a>>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.
- **Responsibility of Customer.** To ensure a smooth installation, the following responsibilities must be completed before installation of the Services, CenturyLink reserves the right, at its sole

discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at Customer's site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

- **A. Traffic Marking.** Customer must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink-provided mapping criteria. CenturyLink will support a maximum frame size of 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).
- **B.** Media Access Control (MAC) Learning. CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.
- C. Throughput Requirement. To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's responsibility to notify if greater that 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.
- D. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.
- E. Customer must provide one 20 x 44 x <sup>3</sup>/<sub>4</sub> inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with <sup>3</sup>/<sub>4</sub>" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.
- F. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

- G. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
- H. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
- I. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.
- J. Customer must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
- K. Customer must confirm that its Local Area Network ("LAN") has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
- L. Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.
- M. The CenturyLink installer will not connect Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.
- N. Access to Premises. Customer will provide CenturyLink maintenance personnel or contractors with access to CenturyLink's equipment placed at Customer's premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Customer's building), is accessible to the CenturyLink technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.
- **O. Location of Utilities.** If construction is required, CenturyLink will not begin construction until Customer locates all private utilities on its premises.

- P. Customer is responsible for payment of a Trouble Location Charge for visits by CenturyLink to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.
- **Q.** Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.
- **R.** For maintenance purposes, upon CenturyLink's request, Customer will be responsible for notifying CenturyLink of the type of terminating equipment used.

### 4. Components and Rate Elements for Services.

- **4.1. Monthly Recurring Charge ("MRC").** CenturyLink will charge Customer a MRC for the Services. The components of the MRC are the following:
  - **A. Transport.** Availability of speeds may vary by metropolitan area.
  - B. CenturyLink-owned Edge Equipment. The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the customer premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.
  - **C. Monitoring.** 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the customer premise.
  - D. Aggregation Port. CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across CenturyLink's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.
  - **E. COS.** CenturyLink will charge an additional MRC for Customer's selection of an optional COS.
- **4.2. Nonrecurring Charges ("NRCs").** CenturyLink will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.
- **4.3 Move Charge**. CenturyLink will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.
- **4.4. Service Order Charge.** A Service Order Charge is applicable per each Customer request.
- **4.5. Special Construction Charges.** Special Construction Charges may be applicable under special conditions. CenturyLink may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

## 5. Service Level Agreement ("SLA").

5.1 SLA. To demonstrate CenturyLink's commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Customer. As a result, the

SLA described in this section may not be available at all times for any or all of Customer's Service locations

- **5.2 Commitment.** Within Metro Areas, the following SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.
  - A. Network Availability. Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of CenturyLink's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.
  - **B. Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Customer's ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Customer's Ethernet circuit is unable to transmit or receive data due to core transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Customer's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.
  - C. CenturyLink Data Services, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Customer's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile connection. Any failure to communicate with the E-NID at the Customer's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.
    - (1) In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within 30 minutes providing them a trouble ticket number and a status. ANS will provide customer notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from the E-NID, CenturyLink will dispatch a repair technician to the affected Customer site to repair or replace the E-NID. Customer must provide CenturyLink with its current, accurate contact information, including Customer's designated representative and its hours of business operation, at all times. Customer's designated representative can contact the ANS operation center at anytime by calling 800-603-8044 or 407-741-0500.
    - (2) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Customer's premise, CenturyLink will send an automated message to Customer regarding the Service Interruption (if Customer previously has signed up to receive such automated messages). CenturyLink will send updates to Customer regarding such Service Interruption as more information is obtained.
  - (D) Service Interruption Time is measured from opening a CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

## 5.3 Service Credit.

- **A.** If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 15 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.
- **B.** Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Customer for the affected site.
- C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink in its sole and reasonable discretion and is subject to change without notice. CenturyLink will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.
- **D. Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

## 5.4 Maximum Service Credits.

- A. Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.
- **B.** In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

# **Exclusions.** This SLA does not include Service Interruptions caused by:

- **A.** Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smartiack;
- **B.** Inaccurate, incomplete or changes to previously accepted orders;
- **C.** Troubles resolved as "No Trouble Found";
- **D.** Failure of any components that CenturyLink cannot correct because Customer is inaccessible;
- E. Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than CenturyLink technicians;
- **F.** Excused Service Interruptions due to planned and or scheduled maintenance;
- **G.** Lost measurements due to CenturyLink's measurement system failure; or
- **H.** Fiber optic cable cuts that are not the fault of CenturyLink.

Contract No. 241108911944

# **Products and Services Agreement (Services Only)**

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Services ("CenturyLink") and City of Ocala ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.City of Ocala

- 1. SERVICES. CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- 2. PURCHASE ORDERS. This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 3. UNIFORM RESOURCE LOCATORS (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.

### **AGREED:**

CENTURYI	JNK :	SALES	SOL	UTIONS.	INC

Steve Arneson Bv: **Printed:** Steve Arneson Manager - Offer Management Title: Date:

02/14/2025

Address for CenturyLink

**Notices:** Attn: Sales Administration 555 Lake Border Dr.

Apopka, FL 32703

And if related to a dispute to:

CenturvLink

Attn: Notice Coordinator 931 14th Str., #900 Denver, CO 80202

Fax: (888) 778-0054

Address for Notices (if different

City of Ocala

Bv:

**Printed:** 

Customer

Address:

Title:

Date:

from above):

Sales Rep: Dayne Pruitt

Sales Rep Phone: (864) 450-9764

Approved as to form and legality:

382728BFAF374F Kristen Drever

OCALA, FL 34471-2148

Ave, 3rd Floor

2/5/2025

CITY OF OCALA, 110 SE Watula

Council President

Signed by:

William E. Sexton, Esq.

Contract No. 241108911944

#### SERVICES LIST

operating company providing Services can be located by searching for a NPA-NXX in the first column of the list at <a href="http://www.centurylink.com/tariffs/NPANXX">http://www.centurylink.com/tariffs/NPANXX</a> Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in the table below ("Price Table"). Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

Service	Order Term (Months)	Monthly Recurring Charge	Non-recurring Charges
EMBARQ Enhanced Ethernet Services	12	\$9040	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0
	0	\$0	\$0

# 2. PRICING.

- 2.1 Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs"). CenturyLink will charge Customer the MRCs or MRRs for the Services described in the Price Table. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
- **2.2 Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in the Price Table. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- **2.3 Additional Charges**. Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- **2.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
- 3. TERMS AND CONDITIONS. CenturyLink provides Services under the applicable terms and conditions posted to <a href="http://about.centurylink.com/legal/rates\_conditions.html">http://about.centurylink.com/legal/rates\_conditions.html</a> and incorporated into the Agreement by this reference. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
- 4. TERMINATION. If Customer gives notice of cancellation or termination, disconnects any portion of a Service, or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed in Section 3 above based for the Service cancelled or terminated. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

**5. RELATED PRODUCT PURCHASES.** If Customer requests, CenturyLink will provide reasonable efforts to resolve equipment and software failure issues, including providing materials, parts, and labor as needed and available for resolution at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services and the Time and Materials Services Annex, all posted to <a href="http://about.centurylink.com/legal/rates">http://about.centurylink.com/legal/rates</a> conditions.html.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



**Customer Contact Information:** 

Company Name: City of Ocala

Billing Address: CITY OF OCALA, 110 SE Watula Ave, 3rd Floor

Billing City, State, Zip: OCALA FL 34471-2148

BAN ID: 432785605 Customer Contact Name: Customer Contact Phone: Customer Contact E-mail:

CenturyLink Contact Information:

Sales Person: Dayne Pruitt [1068949] Email: dayne.pruitt@centurylink.com Sales Contact Number: 864-388-1315

Dealer Code: 1068949

Engineer: Chuck Roberson

Email: charles.w.roberson@centurylink.com Engineer Contact Number: 352-368-8814

**Service Description:** The following Term options reflect the total <u>budgetary</u> Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services

Term Agreement: 12 month

Total # of Sites included in this quote: 14

Site	Listing Name	MRR	NRR
Α	Belleview Public Library	\$520.00	\$0.00
В	Terrace Rd	\$545.00	\$0.00
С	Sheriff's Office	\$825.00	\$0.00
D	Ft McCoy Library	\$520.00	\$0.00
Е	The Villages	\$545.00	\$0.00
F	Ft McCoy School	\$2000.00	\$0.00
G	Laurel Manor	\$667.00	\$0.00
Н	Inverness 44	\$545.00	\$0.00
I	Marion Oaks	\$520.00	\$0.00
J	Lecanto	\$545.00	\$0.00
K	Summerfield	\$440.00	\$0.00
L	Marion Co Library	\$520.00	\$0.00
М	Inverness 605	\$328.00	\$0.00
N	Forest Pub Library	\$520.00	\$0.00
	TOTAL	\$9040.00	\$0.00

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Belleview Public Library

Address: 13145 SE CNTY HIGHWAY 484 City, State, Zip: BELLEVIEW, FL, 34420

NPA-NXX: 352-438

On Site Contact Name: Shantel Bynes

Work TN: 135-240-16900

Circuit ID: 25.KXFS.220052..UFLG

### **Telco Central Office Information:**

Telco A: Embarq Florida, Inc.

Serving Central Office CLLI: BLVWFLXA02W Serving Central Office Address: 5911 SE OAK RD

Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

**Service Description:** 

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
Α	1	PP1EEZ113		100 Mbps Metro Ethernet CIR/EIR Based Service	\$520.00	\$520.00		
Α	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$520.00		\$0.00

#### Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

Primary Location Name: Terrace Rd Address: 14130 SW 34TH TERRACE RD City, State, Zip: OCALA, FL, 34473

NPA-NXX: 352-351

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.202959..UFLG

### Telco Central Office Information:

Telco B: Embarq Florida, Inc.

Serving Central Office CLLI: SSPRFLXA

Serving Central Office Address: 25645 NE 142ND PL

Serving Central Office City, State, Zip: SALT SPRINGS, FL 32134

## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
В	1			- 10M Metro Ethernet CIR/EIR Based Service - ICB	\$545.00	\$545.00		
В	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$545.00		\$0.00

# Additional Terms and Conditions:

• At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarq Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

• The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Sheriff's Office

Address: 14463 NE 250TH Ave

City, State, Zip: FORT MC COY, FL, 32134

NPA-NXX: 352-402

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/221300//UFLG

### **Telco Central Office Information:**

Telco C: Embarq Florida, Inc.

Serving Central Office CLLI: SVSPFLXA00W Serving Central Office Address: 5320 NE 25TH ST

Serving Central Office City, State, Zip: SILVER SPRINGS, FL 34488

**Service Description:** 

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
С	1	PP1EEZ304		10 Mbps Metro Ethernet CIR/EIR Based Service	\$825.00	\$825.00		
С	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$825.00		\$0.00

#### Additional Terms and Conditions:

 At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarq Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Ft McCoy Library

Address: 14660 NE HIGHWAY 315

City, State, Zip: FORT MC COY, FL, 32134

NPA-NXX: 352-438

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.220053..UFLG

### **Telco Central Office Information:**

Telco D: Embarq Florida, Inc.

Serving Central Office CLLI: SVSPFLXA00W Serving Central Office Address: 5320 NE 25TH ST

Serving Central Office City, State, Zip: SILVER SPRINGS, FL 34488

**Service Description:** 

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
D	1	PP1EEZ313		100 Mbps Metro Ethernet CIR/EIR Based Service	\$520.00	\$520.00		
D	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$520.00		\$0.00

#### Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

Primary Location Name: The Villages

Address: 1540 CLEMENTE CT

City, State, Zip: The Villages, FL, 32159

NPA-NXX: 352-351

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.301043..UFLG

### Telco Central Office Information:

Telco E: Embarq Florida, Inc.

Serving Central Office CLLI: LDLKFLXA06W

Serving Central Office Address: 121 E LADY LAKE BLVD Serving Central Office City, State, Zip: LADY LAKE, FL 32159

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## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
E	1	PP1EEZ113		100 Mbps Metro Ethernet CIR/EIR Based Service	\$545.00	\$545.00		
Ε	1			Service Order Charge	\$0.00	\$0.00		
Ε	1	PPERT	RT50M	50 Mbps Real Time CIR	\$0.00	\$0.00		
				TOTAL		\$545.00		\$0.00

## Additional Terms and Conditions:

• At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarg Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

• The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

**PON #:** 

Primary Location Name: Ft McCoy School

Address: 16160 NE HIGHWAY 315

City, State, Zip: FORT MC COY, FL, 32134

NPA-NXX: 352-671

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.311139..SMPN

### **Telco Central Office Information:**

Telco F: Embarq Florida, Inc.

Serving Central Office CLLI: SVSPFLXA00W Serving Central Office Address: 5320 NE 25TH ST

Serving Central Office City, State, Zip: SILVER SPRINGS, FL 34488

## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	Item	MRR Rate	MRR Total	NRR Rate	NRR Total
F	1			- Above 1000M Metro Ethernet CIR/EIR Based Service - ICB	\$2,000.00	\$2,000.00		
F	1			Service Order Charge	\$0.00	\$0.00		
F	1	PPERT	RT50M	50 Mbps Real Time CIR	\$0.00	\$0.00		
F	1	PPERT	RT50M	50 Mbps Real Time CIR	\$0.00	\$0.00		
F	1	PPERT	RT50M	50 Mbps Real Time CIR	\$0.00	\$0.00		
F	1	PPERT	RT20M	20 Mbps Real Time CIR	\$0.00	\$0.00		
F	1	PPERT	RT10M	10 Mbps Real Time CIR	\$0.00	\$0.00		
				TOTAL		\$2,000.00		\$0.00

## Additional Terms and Conditions:

At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarg Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Laurel Manor Address: 1950 LAUREL MANOR DR STE 250 City, State, Zip: THE VILLAGES, FL, 32162

NPA-NXX: 352-351

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/144148//UFLG

### **Telco Central Office Information:**

Telco G: Embarq Florida, Inc.

Serving Central Office CLLI: LDLKFLXA06W

Serving Central Office Address: 121 E LADY LAKE BLVD Serving Central Office City, State, Zip: LADY LAKE, FL 32159

## **Service Description:**

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
G	1	PP1EEZ113		100 Mbps Metro Ethernet CIR/EIR Based Service	\$667.00	\$667.00		
G	1			Service Order Charge	\$0.00	\$0.00		
G	1	PPERT	RT50M	50 Mbps Real Time CIR	\$0.00	\$0.00		
				TOTAL		\$667.00		\$0.00

# Additional Terms and Conditions:

At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarg Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Inverness 44

Address: 2105 HIGHWAY 44 W

City, State, Zip: INVERNESS, FL, 34453

NPA-NXX: 352-637

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25/KXFS/001578//UFLG

### Telco Central Office Information:

Telco H: Embarq Florida, Inc.

Serving Central Office CLLI: INVRFLXA03W

Serving Central Office Address: 115 N APOPKA AVE

Serving Central Office City, State, Zip: INVERNESS, FL 32650

## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
Н	1	PP1EEZ114		200 Mbps Metro Ethernet CIR/EIR Based Service	\$545.00	\$545.00		
Н	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$545.00		\$0.00

#### Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Marion Oaks Address: 294 MARION OAKS LN City, State, Zip: OCALA, FL, 34473

NPA-NXX: 352-438

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.293209..UFLG

### **Telco Central Office Information:**

Telco I: Embarq Florida, Inc.

Serving Central Office CLLI: BLVWFLXA02W Serving Central Office Address: 5911 SE OAK RD

Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
I	1	PP1EEZ113		100 Mbps Metro Ethernet	\$520.00	\$520.00		
				CIR/EIR Based Service				
1	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$520.00		\$0.00

#### Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Lecanto Address: 522 N LECANTO HWY City, State, Zip: LECANTO, FL, 34461

NPA-NXX: 352-351

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.301041..UFLG

### **Telco Central Office Information:**

Telco J: Embarq Florida, Inc.

Serving Central Office CLLI: BVHLFLXA02W Serving Central Office Address: 31 N MONROE ST

Serving Central Office City, State, Zip: BEVERLY HILLS, FL 34465

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
J	1	PP1EEZ113		100 Mbps Metro Ethernet CIR/EIR Based Service	\$545.00	\$545.00		
J	1			Service Order Charge	\$0.00	\$0.00		
J	1	PPERT	RT50M	50 Mbps Real Time CIR	\$0.00	\$0.00		
				TOTAL		\$545.00		\$0.00

## Additional Terms and Conditions:

At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarg Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Summerfield

Address: 5601 SE HIGHWAY 42

City, State, Zip: SUMMERFIELD, FL, 34491

NPA-NXX: 352-351

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.193055..UFLG

### Telco Central Office Information:

Telco K: Embarq Florida, Inc.

Serving Central Office CLLI: BLVWFLXA02W Serving Central Office Address: 5911 SE OAK RD

Serving Central Office City, State, Zip: BELLEVIEW, FL 34420

Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
K	1	PP1EEZ108		50 Mbps Metro Ethernet CIR/EIR Based Service	\$440.00	\$440.00		
K	1			Service Order Charge	\$0.00	\$0.00		
K	1	PPERT	RT20M	20 Mbps Real Time CIR	\$0.00	\$0.00		
				TOTAL		\$440.00		\$0.00

## **Additional Terms and Conditions:**

• At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarg Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

• The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Marion Co Library

Address: 5870 SW 95TH ST

City, State, Zip: OCALA, FL, 34476

NPA-NXX: 352-438

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.220054..UFLG

### **Telco Central Office Information:**

Telco L: Embarq Florida, Inc.

Serving Central Office CLLI: OCALFLXA22W

Serving Central Office Address: 319 SE BROADWAY ST Serving Central Office City, State, Zip: OCALA, FL 34471

## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
L	1	PP1EEZ113		100 Mbps Metro Ethernet CIR/EIR Based Service	\$520.00	\$520.00		
L	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$520.00		\$0.00

#### Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

# City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

PON #:

**Primary Location Name:** Inverness 605 **Address:** 605 W HIGHLAND BLVD **City, State, Zip:** INVERNESS, FL, 34452

NPA-NXX: 352-726

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.647248..UFLG

### Telco Central Office Information:

Telco M: Embarq Florida, Inc.

Serving Central Office CLLI: INVRFLXA03W

Serving Central Office Address: 115 N APOPKA AVE

Serving Central Office City, State, Zip: INVERNESS, FL 32650

## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
M	1	PP1EEZ105		20 Mbps Metro Ethernet CIR/EIR Based Service	\$328.00	\$328.00		
М	1			Service Order Charge	\$0.00	\$0.00		
M	1	PPERT	RT10M	10 Mbps Real Time CIR	\$0.00	\$0.00		
				TOTAL		\$328.00		\$0.00

## **Additional Terms and Conditions:**

• At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: Embarg Florida, Inc.

Service: CenturyLink Metro Ethernet CIR/EIR Based Services

• The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## City of Ocala Proposal For CenturyLink Metro Ethernet CIR/EIR Based Services

Proposal Date: 11/18/2024 Expire Quote Date: 1/20/2025 Customer Copy - Quote #: 24-000853



#### **Customer Service Location:**

**PON #:** 

**Primary Location Name:** Forest Pub Library

Address: 905 S HIGHWAY 314A

City, State, Zip: OCKLAWAHA, FL, 32179

NPA-NXX: 352-438

On Site Contact Name: Shantel Bynes

Work TN: 352-401-6900

Circuit ID: 25.KXFS.220051..UFLG

### Telco Central Office Information:

Telco N: Embarq Florida, Inc.

Serving Central Office CLLI: OCNFFLXARPO Serving Central Office Address: 111 N HWY 314A

Serving Central Office City, State, Zip: OCALA NATIONAL FOREST, FL 32688

## Service Description:

Type of Service: CenturyLink Metro Ethernet CIR/EIR Based Services, 12 month term

Site	Qty	Price Plan	Feature Code	ltem	MRR Rate	MRR Total	NRR Rate	NRR Total
N	1	PP1EEZ113		100 Mbps Metro Ethernet CIR/EIR Based Service	\$520.00	\$520.00		
N	1			Service Order Charge	\$0.00	\$0.00		
				TOTAL		\$520.00		\$0.00

#### Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates\_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
  - Entity: Embarq Florida, Inc.
  - Service: CenturyLink Metro Ethernet CIR/EIR Based Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

## **Customer Responsibilities – Ethernet Services described in this Price Quote**

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote ("Ethernet Services"), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

- 2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.
  - If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with 3/4" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.
- 3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
- 4. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Ethernet Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
- 5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
- 6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.
  - CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

- 7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
- 8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
- 9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
- 10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

## EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") and the applicable cover agreement, (collectively, the "Agreement") will govern Customer's use of EMBARQ Classic Ethernet Services ("Services") provided by the applicable CenturyLink operating company supporting Customer's locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs. The local operating company providing the Service is identified in the Agreement.

## 1. Services Description and Types

- 1.1 Services Description. The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks ("LANs") within a metropolitan area. The Services deliver access from Customer's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that consists of the following:
  - **A.** User-to-Network Interface ("UNI"). The UNI is the physical interface between CenturyLink and Customer. The UNI includes:
    - (1) an Ethernet port connection at Customer's premises; and
    - (2) the physical transport to the CenturyLink switched Ethernet network.
  - B. Ethernet Virtual Connection ("EVC").
    - (1) EVC is the logical connection of an Ethernet service that connects two or more locations.
  - Class of Service. Customer can purchase an optional Class of Service ("COS") for an additional Monthly Recurring Charge ("MRC"). COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink-provided mapping criteria, Customer must notify CenturyLink on how to mark and prioritize its traffic. After notification from Customer, CenturyLink will classify the traffic accordingly, as described in the following subsections. The two COSs are as follows.
    - (1) Gold COS. This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.
    - (2) Silver COS. This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.

#### D. Ethernet Network Interface Device ("E-NID").

- (1) To deliver the Services, CenturyLink will place the E-NID at Customer premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Customer premise. The E-NID allows for the convergence of multiple service options over one common facility for network aggregation. The E-NID is considered CenturyLink's point of demarcation.
- (2) Installation of E-NID. CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Customer's premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm

Monday through Friday local time excluding CenturyLink-observed holidays ("Normal Business Hours"). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.

- (3) Customer will pay CenturyLink for replacement of an E-NID that is damaged as a result of Customer's failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by CenturyLink for the remainder of the Order Term, regardless of whether or not the damaged E-NID is replaced.
- Customer must ensure the security of the E-NID located within Customer's premises and Customer will reimburse CenturyLink for any loss or damage to the E-NID caused by Customer's failure to properly secure Customer's premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

# 1.2 Services Types and Technical Specifications

## A. Services Types.

- (1) Ethernet Local Area Network ("E-LAN"). A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Customer sites.
- (2) Ethernet Private Line ("EPL"). A service type used to provide point-to-point connectivity between two sites.

## **B.** Technical Specifications.

- (1) Services are available to customers whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.
- (2) The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.
- (3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).
- **1.3 Customer Certification.** Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

## 2. Order Term.

- 2.1 The Order Term for the Services is designated in the Agreement.
- **2.2.** Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:

- A. The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and
- **B.** The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and
- **C.** The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.
- **2.3.** CenturyLink will determine whether the new service qualifies as a next generation service offering.
- **2.4.** Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.
- **2.5.** Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

# 3. Responsibilities of the Parties.

# 3.1 Responsibility of CenturyLink.

- **A.** CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.
- **B.** CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.

## C. Maintenance.

- (1) **Preventive Maintenance.** To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:
  - (a) Scheduled Maintenance. Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.
  - **(b) Demand Maintenance.** Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not be possible; however, Customer will be informed when the maintenance has been completed.
- (2) Notification. CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <a href="http://www.centurylinkservices.net/events/">http://www.centurylinkservices.net/events/</a>>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.
- **Responsibility of Customer.** To ensure a smooth installation, the following responsibilities must be completed before installation of the Services, CenturyLink reserves the right, at its sole

discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at Customer's site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

- **A. Traffic Marking.** Customer must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink-provided mapping criteria. CenturyLink will support a maximum frame size of 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).
- **B.** Media Access Control (MAC) Learning. CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.
- C. Throughput Requirement. To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's responsibility to notify if greater that 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.
- D. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.
- E. Customer must provide one 20 x 44 x <sup>3</sup>/<sub>4</sub> inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with <sup>3</sup>/<sub>4</sub>" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.
- F. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.

- G. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
- H. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
- I. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.
- J. Customer must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
- K. Customer must confirm that its Local Area Network ("LAN") has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
- L. Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.
- M. The CenturyLink installer will not connect Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.
- N. Access to Premises. Customer will provide CenturyLink maintenance personnel or contractors with access to CenturyLink's equipment placed at Customer's premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Customer's building), is accessible to the CenturyLink technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.
- **O. Location of Utilities.** If construction is required, CenturyLink will not begin construction until Customer locates all private utilities on its premises.

- P. Customer is responsible for payment of a Trouble Location Charge for visits by CenturyLink to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.
- **Q.** Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.
- **R.** For maintenance purposes, upon CenturyLink's request, Customer will be responsible for notifying CenturyLink of the type of terminating equipment used.

## 4. Components and Rate Elements for Services.

- **4.1. Monthly Recurring Charge ("MRC").** CenturyLink will charge Customer a MRC for the Services. The components of the MRC are the following:
  - **A. Transport.** Availability of speeds may vary by metropolitan area.
  - B. CenturyLink-owned Edge Equipment. The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the customer premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.
  - C. Monitoring. 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the customer premise.
  - D. Aggregation Port. CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across CenturyLink's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.
  - **E. COS.** CenturyLink will charge an additional MRC for Customer's selection of an optional COS.
- **4.2. Nonrecurring Charges ("NRCs").** CenturyLink will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.
- **4.3 Move Charge**. CenturyLink will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.
- **4.4. Service Order Charge.** A Service Order Charge is applicable per each Customer request.
- **4.5. Special Construction Charges.** Special Construction Charges may be applicable under special conditions. CenturyLink may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.

## 5. Service Level Agreement ("SLA").

5.1 SLA. To demonstrate CenturyLink's commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Customer. As a result, the

SLA described in this section may not be available at all times for any or all of Customer's Service locations

- **5.2 Commitment.** Within Metro Areas, the following SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.
  - A. Network Availability. Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of CenturyLink's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.
  - **B. Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Customer's ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Customer's Ethernet circuit is unable to transmit or receive data due to core transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Customer's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.
  - C. CenturyLink Data Services, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Customer's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile connection. Any failure to communicate with the E-NID at the Customer's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.
    - (1) In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within 30 minutes providing them a trouble ticket number and a status. ANS will provide customer notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from the E-NID, CenturyLink will dispatch a repair technician to the affected Customer site to repair or replace the E-NID. Customer must provide CenturyLink with its current, accurate contact information, including Customer's designated representative and its hours of business operation, at all times. Customer's designated representative can contact the ANS operation center at anytime by calling 800-603-8044 or 407-741-0500.
    - (2) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Customer's premise, CenturyLink will send an automated message to Customer regarding the Service Interruption (if Customer previously has signed up to receive such automated messages). CenturyLink will send updates to Customer regarding such Service Interruption as more information is obtained.
  - (D) Service Interruption Time is measured from opening a CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

## 5.3 Service Credit.

- **A.** If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 15 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.
- **B.** Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Customer for the affected site.
- C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink in its sole and reasonable discretion and is subject to change without notice. CenturyLink will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.
- **D. Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

## 5.4 Maximum Service Credits.

- A. Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.
- **B.** In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

## **Exclusions.** This SLA does not include Service Interruptions caused by:

- **A.** Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smartjack;
- **B.** Inaccurate, incomplete or changes to previously accepted orders;
- **C.** Troubles resolved as "No Trouble Found";
- **D.** Failure of any components that CenturyLink cannot correct because Customer is inaccessible;
- E. Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than CenturyLink technicians;
- **F.** Excused Service Interruptions due to planned and or scheduled maintenance;
- **G.** Lost measurements due to CenturyLink's measurement system failure; or
- **H.** Fiber optic cable cuts that are not the fault of CenturyLink.

These Standard Terms and Conditions are not applicable to services governed by Tariffs on file with the FCC or state regulatory authorities. Tariffs are located at <a href="http://www.centurylink.com/tariffs">http://www.centurylink.com/tariffs</a>.

## STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES ("STANDARD TERMS AND CONDITIONS")

## 1. GENERAL.

- 1.1 Applicability. These Standard Terms and Conditions contain general provisions that apply to all retail business Products and Services that a CenturyLink-affiliated entity provides. "Agreement" means the terms and conditions under which Customer purchases Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this document or in the applicable Schedules or Product and Service-specific Annexes.
- 1.2 Additional Terms and Conditions. Customer's purchase and use of Products and Services is also governed by product and service-specific terms and conditions found in the applicable Schedules and Product and Service-specific Annexes, posted to <a href="http://about.centurylink.com/legal/rates\_conditions.html">http://about.centurylink.com/legal/rates\_conditions.html</a> (the "Rates and Conditions Website").
- 1.3 Local Governments and Government Programs.
  - **A. Local Government Customers**. Unless specified otherwise, purchases of Products or Services by local governmental entities also are subject to the Local Government Customer Annex posted to the Rates and Conditions Website.
  - B. Universal Service Administrative Company Programs. Customers seeking funds through Universal Service Administrative Company programs such as the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program"), the Rural Health Care Program of the Universal Service Fund ("RHC Program"), or state or local corollaries to the E-Rate Program or the RHC Program are subject to applicable program annexes posted to the Rates and Conditions Website.
  - C. American Recovery and Reinvestment Act (ARRA). Customer will not pay for Products or Services with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain 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.
- **1.4 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.

#### 2. TERM.

- 2.1 Agreement Term. The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole discretion, provide those Services on a time and material basis at CenturyLink's then-current rates without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.
- 2.2 Order Term. Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current

Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

#### 3. CHARGES.

- 3.1 CenturyLink Charges. Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.
- 3.2 Fixed Rates and Percentage Discounts. Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. Changes to Schedules are posted to the Rates and Conditions Website.
- 3.3 Rate Adjustments. CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.

#### 3.4 Taxes.

- A. Taxes Not Included. CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- B. Withholding Taxes. Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.
- **C. Exclusions.** Customer will not be responsible for payment of:
  - (1) CenturyLink's direct income taxes and employment taxes; and
  - any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

#### 4. BILLING AND PAYMENT.

#### 4.1 Invoicing.

- **A. Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:
  - (1) the date the Products or Services are installed and made available; or
  - (2) the first day of the first bill cycle after the Effective Date.

- **B. Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.
- C. Recurring Services. For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.
- D. Additional Invoice Information. Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.
- 4.2 Payment and Late Charges. Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink'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. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.
- **4.3 Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.
- 5. CREDIT APPROVAL. CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

#### 6. ORDERS.

- 6.1 Application. The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.
- **6.2 Cancellation**. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.

- 7. WARRANTIES. THE SERVICES AND PRODUCTS PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.
- 8. EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.
  - 8.1 Equipment or Software Not Provided by CenturyLink. Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.
  - 8.2 Calls via Customer's Equipment or Software. Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.

#### 8.3 Software License.

- A. Licensing Requirements. Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- **B. Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.
- 8.4 Title to Software or Equipment. CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.
- **8.5 Network Management.** CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or asneeded basis. CenturyLink may charge Customer where additional technical limitations or

CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.

9. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

#### 10. CUSTOMER RESPONSIBILITIES.

10.1 Installation. Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.

#### 10.2 Use of Products and Services.

- A. Acceptable Use Policy ("AUP"). If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <a href="http://www.centurylink.com/Pages/AboutUs/Legal">http://www.centurylink.com/Pages/AboutUs/Legal</a>, as reasonably amended from time to time.
- B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. Reseller. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.
- D. Security. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

## 11. CONFIDENTIALITY AND PRIVACY.

11.1 Nondisclosure Requirements. If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision.

The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

- HIPAA. By providing Services, CenturyLink does not require or intend to access Customer data, including any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Services and not meant for the purpose of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).
- 11.3 Privacy. CenturyLink's privacy policy, as amended from time to time, is available at <a href="http://www.centurylink.com/Pages/AboutUs/Legal">http://www.centurylink.com/Pages/AboutUs/Legal</a>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.

#### 12. LIMITATIONS OF LIABILITY.

- Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 12.2 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 Unauthorized Access and Hacking. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.
- **12.4 Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

## 13. INDEMNIFICATION.

**13.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their

successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

- **13.2 Customer Indemnification.** Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
  - **A.** Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
  - B. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
  - **C.** CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;
  - **D.** Customer's breach of software licensing requirements; and
  - **E.** Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.
- 13.3 CenturyLink Indemnification. CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:
  - **A.** procure the right for Customer to continue using the Services;
  - **B.** replace or modify the Services with comparable Services; or
  - **C.** terminate the Services.
- 13.4 Rights of Indemnified Party. To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- **13.5 Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

#### 14. TERMINATION.

14.1 CenturyLink Right to Terminate.

- **A.** CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
  - (1) Customer fails to cure its default of the payment terms in the Agreement;
  - (2) If Customer has vacated the premises to which Services are furnished;
  - Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
  - Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
  - (5) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
  - (6) Customer resells Products or Services as prohibited by these Standard Terms and Conditions.
- **B.** If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

## 14.2 Customer Right to Terminate.

- A. Material Failure. If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.
- B. Termination for Convenience. Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.

# 14.3 Early Termination Liability.

- A. Calculation of Early Termination Liability. If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:
  - (1) General Liability. A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
  - (2) Third Party Liability. Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.
- **B.** Waiver of Early Termination Liability. With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases from the same CenturyLink entity providing the terminating Service another service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.

- **Disconnect Notice.** CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30<sup>th</sup> day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.
- 15. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

#### 16. DEFINITIONS.

- "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- **16.2** "Effective Date" is the date the last party signs the Agreement.
- "Local Terms of Service" means the CenturyLink state-specific Guidebooks, Price Lists, Local Terms of Service or other deregulated terms and conditions under which CenturyLink provides detariffed incumbent local exchange carrier Services in certain states.
- "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.
- "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.
- "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.
- "Schedules" and "Rates and Services Schedules" ("RSS") can be used interchangeably and are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.
- "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.

#### 17. MISCELLANEOUS.

**17.1 Independent Contractor.** CenturyLink provides the Products and Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

- **17.2 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.3 No Third Party Beneficiaries. The Agreement's benefits do not extend to any third party.
- 17.4 Governing Law; Dispute Resolution.
  - A. Negotiation. The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.
  - B. Governing Law; Forum. Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to the Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.
  - C. Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity.
  - D. Arbitration if Jury-Trial Waiver Unenforceable. If for any reason the jury waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq.. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. If the parties cannot reach agreement on the selection of an arbitrator, either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party's claims to permit the other party to understand the claims and identify witnesses and relevant documents. The arbitrator will not be empowered to award, nor will any party be entitled to receive, any damages or awards that are barred by the "Limitation of Liability" Section of the Agreement. The arbitrator's decision must follow the plain meaning of this Agreement and will be final, binding, and enforceable in a court of competent jurisdiction.
- **17.5 Compliance with Laws**. Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.
- 17.6 Assignment. Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.
- **17.7 Amendments and Alterations**. The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.
- 17.8 Notices.
  - (a) Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

- (b) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: <u>BusinessDisconnects@centurylink.com</u>. Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Annex. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: <u>Norenew@centurylink.com</u>. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (c) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- **17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- **17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.
- **17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- **17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.
- 17.13 Changes to Tariff, Local Terms of Service, or AUP. CenturyLink may amend, change, or withdraw the Tariff, Local Terms of Service, or AUP, with such updated Tariff, Local Terms of Service, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements. If a modification to a Tariff, Local Terms of Service, or AUP (A) materially and adversely affects Customer's legitimate use of a Service; and (B) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days' written notice without liability for early termination charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

For use with Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.

#### CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at <a href="http://about.centurylink.com/legal/rates">http://about.centurylink.com/legal/rates</a> conditions.html.

- 1. Eligibility and Applicability. This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
- 2. Indemnity. Except as provided in Section 7 below, Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

# 3. Nonappropriation.

- **3.1. Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
- **3.2. Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
- **3.3. Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.

#### 3.4. Limitations.

- **A.** Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
- **B.** If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
- **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
- 5. Ownership and Confidentiality. The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
- **Governing Law**. The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State's conflict of laws principles.

## 7. 911 Emergency Services.

**7.1. Indemnification.** Section 13.1 (Mutual Indemnification for Personal Injury, Death or Damage to Personal Property) of the Standard Terms and Conditions will not apply to the sale of Products used for 911 emergency services and 911 emergency Services.

- 7.2. Disclaimer. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.
- 8. Transport Services. The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.



## **Certificate Of Completion**

Envelope Id: 2FFF6762-9795-4775-8F1C-F60DFFD977C9

Subject: SIGNATURE - CenturyLink Product & Services Agreements (OFN/250828)

Source Envelope:

Document Pages: 75 Signatures: 4 **Envelope Originator:** Initials: 0 Certificate Pages: 2 Patricia Lewis

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

110 SE Watula Avenue City Hall, Third Floor Ocala, FL 34471 plewis@ocalafl.org

IP Address: 216.255.240.104

Sent: 1/29/2025 10:08:45 AM

Viewed: 2/4/2025 2:26:58 PM

Signed: 2/5/2025 4:57:54 PM

Sent: 2/5/2025 4:57:56 PM

Viewed: 2/5/2025 9:53:31 PM

Status: Completed

**Record Tracking** 

Status: Original Holder: Patricia Lewis Location: DocuSign

1/29/2025 9:47:31 AM plewis@ocalafl.org

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: Docusign

B07DCFC4E86E429..

**Signer Events** Signature **Timestamp** Signed by:

William E. Sexton, Esq. wsexton@ocalafl.org City Attorney

City of Ocala

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

William E. Sexton, Esq.

Using IP Address: 216.255.240.104

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Kristen Dreyer kdreyer@ocalafl.gov Council President

City of Ocala Security Level: Email, Account Authentication

(None)

Kristen Dreger

Signature Adoption: Pre-selected Style Using IP Address: 174.212.15.44

Signed using mobile

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Signed: 2/5/2025 9:55:19 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 10:08:47 AM
Certified Delivered	Security Checked	2/5/2025 9:53:31 PM
Signing Complete	Security Checked	2/5/2025 9:55:19 PM
Completed	Security Checked	2/5/2025 9:55:19 PM
Payment Events	Status	Timestamps

# Signed Contract for BAN 432785605

Final Audit Report 2025-02-14

Created: 2025-02-14

By: Christopher Kazaka (chris.kazaka@lumen.com)

Status: Signed

Transaction ID: CBJCHBCAABAA3gGfzFKMD3G9Qz4q95WubmCIV7zXJfT4

# "Signed Contract for BAN 432785605" History

- Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com) 2025-02-10 4:45:04 PM GMT- IP address: 155.70.104.119
- Document created by Christopher Kazaka (chris.kazaka@lumen.com) 2025-02-14 3:54:50 PM GMT- IP address: 155.70.104.119
- Document emailed to pomdirectorsignature@lumen.com for signature 2025-02-14 4:04:44 PM GMT
- Email viewed by pomdirectorsignature@lumen.com 2025-02-14 4:07:16 PM GMT- IP address: 155.70.104.122
- Signer pomdirectorsignature@lumen.com entered name at signing as Steve Arneson 2025-02-14 4:35:55 PM GMT- IP address: 147.219.100.88
- Document e-signed by Steve Arneson (pomdirectorsignature@lumen.com)

  Signature Date: 2025-02-14 4:35:57 PM GMT Time Source: server- IP address: 147.219.100.88
- Agreement completed. 2025-02-14 - 4:35:57 PM GMT

