

Renewal Order Form

City of Ocala 3-A83619 **Customer Name:**

BusOrg ID:

193125-12-01 Transaction ID: Frates, Shelly (Shelly) Requestor:

Customer Contact: Lourdes

Billing Account Number: 5-111JQ5BN

Currency:

	1									
(SCID) Address Z Location Address Line Item (SCID) Descriptio	Z Location Address (SCID)	Ę	Product	QIId	SCID	New Service Term (Months)	Current New Burstable Burstable	New Burstable	Current MRC New MRC	New MRC
692 NW 30TH AVE, OCALA, FL, UNITED STATES, 34475		100 Mbps Internet WAN IQ Port	WAN	ETH100-23080941 IQ20137345	IQ20137345	12			400.00	400.00
692 NW 30TH AVE, OCALA, FL, UNITED STATES, 34475		100 M Lumen Loop	WAN	ETH100-23080941 LL20137346	LL20137346	12			591.09	550.00
									991.09	950.00



Summary of Monthly Recurring Charges

Billing Account Number: 5-111JQ5BN

Currency: USD

Total New MRC: 950.00

Total Savings: 41.09

Total Savings (%): 4.15 %

193125-12-01

Terms and Conditions

- Customer will pay Lumen early termination liability charges equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for months 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent provided for under such affiliate service agreement) governing the Service(s) during their current Service Term ("Existing Agreement"), to the extent not in conflict with notice. If Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then renewal Order and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. The Services in this renewal Order Services under this renewal Order. This confidential renewal Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in Section 2. Customer places this renewal Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this 1. "Lumen" is defined for purposes of this renewal Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing these terms. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written are renewed subject to the service agreement(s) and applicable Service Exhibit(s)/Service Schedule(s) between Lumen and Customer (or its affiliate if expressly such construction was undertaken to provide Service under this Agreement.
- renewal Order. Until Lumen accepts this renewal Order, Customer's pricing for existing Services will continue to be governed by the Existing Agreement, and Customer 2. Customer-signed renewal Order must be received and processed by Lumen at least 15 calendar days prior to the start of the next full invoice cycle for the rates and Services following receipt by Lumen. Acceptance of this renewal Order will be evidenced by Lumen's implementation of rates or New Service Term set forth in this New Service Term to be effective on that following invoice. Otherwise, rates and New Service Term will be effective as of the second full monthly invoice for such will pay any charges that are accrued but unpaid under the Existing Agreement.
- 3. Your existing service configurations (e.g., bandwidth, port type, seat type, and maintenance option) will remain the same, and Lumen's internal records will control for purposes of determining your configurations. The Lumen entity providing Services is identified on the invoice. If your Existing Agreement has a minimum service period, then the minimum service periods for existing Services will not carry forward.
- Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected 4. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of the performance or failure to perform under this renewal
- 5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.
- 6. Unless otherwise set forth in a Service Attachment, Customer will pay the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees.
- 7. If your network service utilizes TDM access, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected Service by notifying Lumen in writing within 30 Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM Services. Lumen will provide subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected Service will continue to be provided at the rates set forth in the Rerate Notice.

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Janice Mitchell Customer Name: ___

Customer Signature: Javic Autlull

Approved as to form and legality:

| Obligion & Styrbo.
| William E. Sexton
| City Attorney

11/7/2023 Date:_____

Renewal Pricing Expires On:

12-Nov-23

193125-12-01

DocuSign[®]

Certificate Of Completion

Envelope Id: 957559EE775C4A90A0F0404C79E82498

Subject: SIGNATURE: TEL/16-253

Source Envelope:

Document Pages: 4 Signatures: 2 Env
Certificate Pages: 5 Initials: 0 Jam

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator: Jamil Ramirez

Status: Completed

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

IP Address: 216.255.240.104

Record Tracking

Status: Original Holder: Jamil Ramirez Location: DocuSign

10/31/2023 1:23:23 PM jramirez@ocalafl.org

Security Appliance Status: Connected Pool: StateLocal

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

Signer Events Signature Timestamp

William E. Sexton
wsexton@ocalafl.org
City Attorney

Docusigned by:
William E. S

BOTDCFC4886E429.

City of Ocala
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104

Docusigned by: Sent: 10/31/2023 1:24:38 PM

William E. Scyton Viewed: 11/7/2023 9:06:14 AM

BO7DCFC4E86E429... Signed: 11/7/2023 9:06:37 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Janice Mitchell

jmitchell@ocalafl.org

CFO

DocuSigned by:

Janice Mitchell

Solution

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 67.231.55.35

Sent: 11/7/2023 9:06:38 AM Viewed: 11/7/2023 2:39:00 PM Signed: 11/7/2023 2:39:46 PM

Electronic Record and Signature Disclosure:

Accepted: 11/7/2023 2:39:00 PM

ID: aa6e773e-8ae3-4e59-832d-789910b12bbf

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	10/31/2023 1:24:39 PM	
Certified Delivered	Security Checked	11/7/2023 2:39:00 PM	
Signing Complete	Security Checked	11/7/2023 2:39:46 PM	
Completed	Security Checked	11/7/2023 2:39:46 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala Procurement & Contracting during the course of your relationship with City of Ocala Procurement & Contracting.