

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION**

This Amendment is between **CenturyLink Communications, LLC** ("CenturyLink") and **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** ("Customer"). It amends the applicable Master Service Agreement – Public Safety Version, as determined by CenturyLink records and as may have been previously amended (Pramata ID# 127064; the "Agreement"). It is effective on the date the last party signs it (the "Amendment Effective Date"). This Amendment provides the terms and conditions applicable to Customer's purchase of products and services identified in this Amendment ("Services") from CenturyLink. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **September 15, 2021** ("Cutoff Date").

1. Additional Terms and Conditions. The "Additional Terms and Conditions," which are attached hereto and incorporated by reference, are hereby added to the Agreement.

2. Miscellaneous. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. This Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC

Steve Arneson
Steve Arneson (Aug 26, 2021 08:37 CDT)

Authorized Signature

Steve Arneson

Name Typed or Printed

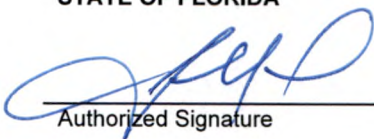
Manager - Offer Management

Title

Aug 26, 2021

Date

**MARION COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**



Authorized Signature

Jeff Gold

Name Typed or Printed

Chairman

Title

September 14, 2021

Date

FOR INTERNAL CENTURYLINK REFERENCE

Contract ID(s) of Agreement being amended: 1270645

AMENDMENT TO
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PUBLIC SAFETY VERSION

ADDITIONAL TERMS AND CONDITIONS

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Prompt Payment Act.** CONTRACTOR acknowledges that COUNTY's obligations for and methods of payment under the Agreement, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act.
2. **Public Records Laws.** CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 14, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the material created under the Agreement and said statute controls over the terms of the Agreement. As such, notwithstanding anything to the contrary contained in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, and the methods for such disclosure, shall be determined according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as same may be amended from time to time.
3. **E-Verify pursuant to §448.095, F.S.**
Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
 - A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
 - B. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:
 1. It certifies and assures COUNTY that CONTRACTOR is currently in fully compliance with Section 448.095, Florida Statutes, it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
 2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 3. When CONTRACTOR enters into a contract with an employee, a contractor, or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 4. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
 5. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
 6. If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order

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CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.

7. If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
8. CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
10. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors if applicable, and to make such records available to COUNTY or other authorized governmental entity. For clarity, CONTRACTOR shall provide attestations, but shall not disclose work authorization documents.
11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

4. **Scrutinized Companies pursuant to §287.135, F.S.**

A. Certification.

- a. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
- b. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or
- c. Engaged in a boycott of Israel.

B. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets the following criteria:

- a. The Agreement was entered into or renewed on or after July 1, 2018, and
- b. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.

C. Comply; Inoperative. The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

5. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, COUNTY's obligation to indemnify CONTRACTOR is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2020). This Section shall survive the termination of the Agreement.

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6. **Rights of Third Parties.**

Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

7. **Waiver.** No waiver or any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

8. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, than such provision shall be deemed to be written, construed and enforced as so limited.

9. **Waiver of Jury Trial.** SUBJECT TO SECTION 10.9, GOVERNING LAW' AMENDMENT, OF THE AGREEMENT, EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

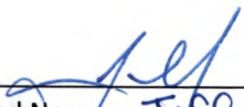
10. **Authority To Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

11. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

IN WITNESS WHEREOF, the Parties have entered this ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

COUNTY

Marion County, a political subdivision
of the State of Florida

By: 
Printed Name: Jeff Gold
Title: Chairman
Date: September 14, 2021

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CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION

CONTRACTOR

CenturyLink Communications, LLC, dba Lumen Technologies

Steve Arneson

Steve Arneson (Aug 26, 2021 08:37 CDT)

By: _____

Printed Name: Steve Arneson

Title: Manager - Offer Management

Date: Aug 26, 2021

CPE MAINTENANCE QUOTATION

CUSTOMER : MARION COUNTY A POLITICAL SUBD
BILL TO NAME : MARION COUNTY A POLITICAL SUBD
BILL TO ADDRESS : 2710 E SILVER SPRINGS BLVD, OCALA, FL, 34470
QUOTATION NUMBER : QIA350920-LU
CREATE DATE : 14-JUL-2021
QUOTATION VALID THROUGH : 13-AUG-2021
CONTRACT SERVICE START DATE : 01-OCT-2020
CONTRACT SERVICE END DATE : 30-SEP-2025
NET AMOUNT OF CONTRACT : \$132,619.46
CURRENCY VALUE EXPRESSED IN : USD

INSTALL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SERIAL NUMBER	SUPPORT	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT
E911 MARION COUNTY BOCC, 696 NW 30TH AVE, OCALA, FL, 34475	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2020	30-SEP-2021	\$26,523.89
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2021	30-SEP-2022	\$26,523.89
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2022	30-SEP-2023	\$26,523.89
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2023	30-SEP-2024	\$26,523.89
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2024	30-SEP-2025	\$26,523.90

TOTAL SUMMARY

TOTAL NET PRICE: \$132,619.46

MARION COUNTY A POLITICAL SUBD

Name

Jeff Gold, Chairman

Title

September 14, 2021

Date

Terms and Conditions Governing This Order Form

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order). In such cases, the current standard Service Schedule applicable to the Service will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Service is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by deferring the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable interconnection Carrier (ICC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Service Agreement (each, an "Affiliate Agreement"). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.
3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
4. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
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. Customer will pay Lumen's standard (a) expeditious charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/ncn/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.
7. Changes/Orders, items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.
8. NRC Equipment. BY ISSUING THIS ORDER FOR NRC EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HV03P911advswy.pdf>.

CPE MAINTENANCE QUOTATION

CUSTOMER : MARION COUNTY A POLITICAL SUBD
BILL TO NAME : MARION COUNTY A POLITICAL SUBD
BILL TO ADDRESS : 2710 E SILVER SPRINGS BLVD, OCALA, FL, 34470
QUOTATION NUMBER : QIA251379-LU
CREATE DATE : 14-JUL-2021
QUOTATION VALID THROUGH : 13-AUG-2021
CONTRACT SERVICE START DATE : 01-OCT-2020
CONTRACT SERVICE END DATE : 30-SEP-2025
NET AMOUNT OF CONTRACT : \$65,809.74
CURRENCY VALUE EXPRESSED IN : USD

LUMEN

INSTALL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SERIAL NUMBER	SUPPORT	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT
E911 MARION CNTY - OCALA POLICE DPT, 402 S PINE AVE, OCALA, FL, 34471	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2020	30-SEP-2021	\$13,161.94
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2021	30-SEP-2022	\$13,161.95
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2022	30-SEP-2023	\$13,161.95
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2023	30-SEP-2024	\$13,161.95
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2024	30-SEP-2025	\$13,161.95

TOTAL SUMMARY

TOTAL NET PRICE: \$65,809.74

MARION COUNTY A POLITICAL SUBD

Name
Jeff Gold, Chairman
Title
September 14, 2021
Date

Terms and Conditions Governing This Order Form

1. This Confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a service agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order). In such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Service is identified in the Service. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 90-day notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's standard default or if Lumen terminates due to Customer's standard default, then Customer will pay Lumen's standard early termination liability charges as identified in the Auxiliary Fee Schedule at: www.lumen.com/auxiliary-fee. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Service Agreement (each, an "Affiliate Agreement"). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

4. All transport services ordered from Lumen will be treated as intrastate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Service"). Where Customer requests that services be designated as intrastate services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the intrastate services will be originated or terminated outside of the state in which the intrastate services are provided. Such election will apply prospectively only and will apply to all intrastate services stated in this Order.

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. Customer will pay Lumen's standard (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard internal duration (available upon request or in Central Order at <https://www.centurylink.com/business/quote/>) and (b) ancillary charges for additional activities, features or options as set forth in the Auxiliary Fee Schedule, available at www.lumen.com/auxiliary-fee. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

7. Charges/Orders, items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. MTS Equipment. BY SIGNING THIS ORDER FOR MTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/911/911advisory.pdf>.

CPE MAINTENANCE QUOTATION

CUSTOMER : MARION COUNTY A POLITICAL SUBD
BILL TO NAME : MARION COUNTY A POLITICAL SUBD
BILL TO ADDRESS : 2710 E SILVER SPRINGS BLVD, OCAIA, FL, 34470
QUOTATION NUMBER : QIA251510-LU
CREATE DATE : 14-JUL-2021
QUOTATION VALID THROUGH : 13-AUG-2021
CONTRACT SERVICE START DATE : 01-OCT-2020
CONTRACT SERVICE END DATE : 31-DEC-2025
NET AMOUNT OF CONTRACT : \$41,287.41
CURRENCY VALUE EXPRESSED IN : USD

LUMEN

INSTALL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SERIAL NUMBER	SUPPORT	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT
MARION COUNTY 911 BACKUP, 109 W SILVER SPRINGS BLVD, OCAIA, FL, 34475	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2020	30-SEP-2021	\$7,864.27
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2021	30-SEP-2022	\$7,864.27
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2022	30-SEP-2023	\$7,864.27
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2023	30-SEP-2024	\$7,864.27
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2024	30-SEP-2025	\$7,864.27
	PRM-ONS-PLANT-WARR-SUPPORT	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR	01-OCT-2025	31-DEC-2025	\$1,966.06

TOTAL SUMMARY

TOTAL NET PRICE: \$41,287.41

MARION COUNTY A POLITICAL SUBD

Name: *Jeff Gold, Chairman*
Title: *September 14, 2021*
Date: *September 14, 2021*

Terms and Conditions Governing This Order Form

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a service agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service for the extent not inconsistent with this Order. In such cases, the current standard Service Schedule applicable to the Service will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Service is identified on the invoice. Notwithstanding anything to any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date to which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's incurred default or if Lumen terminates due to Customer's incurred default, then Customer will pay Lumen's standard early termination liability charges as identified in the Auxiliary Fee Schedule at: www.lumen.com/auxiliary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interchange Carrier (ICC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

4. All transport services ordered from Lumen will be treated as intrastate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the intrastate Services will be originated or terminated outside of the state in which the intrastate Services are provided. Such election will apply prospectively only and will apply to all intrastate Services stated in this Order.

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. Customer will pay Lumen's standard (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/businesspage>) and (b) ancillary charges for additional activities, features or options as set forth in the Auxiliary Fee Schedule, available at www.lumen.com/auxiliary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

7. Changes/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, discontinuing or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. MULTI-EQUIPMENT. BY SIGNING THIS ORDER FOR MULTI-EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/EMERGENCY> advisory.pdf.

Item 7.10.10

Handwritten notes, possibly "Handwritten by me" and "at 10:00 AM".

BOC Approved 9/14/21