

Document No. DOC-0001356929  
 Scenario: SM10346814



**Customer Information and Contract Specifications**

**Customer Name:** Marion County, Florida, a political subdivision of the State of Florida  
**Account Number:** 3-A75729

**Currency:** USD  
**Monthly Recurring Charges (MRC):** \$800.00  
**Non Recurring Charges (NRC):** 0

**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
692 NW 30TH AVE OCALA FLORIDA 34475 5608 UNITED STATES	Dedicated Internet Access	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	New	36	1			\$438.00	\$0.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=1000 Mbps							
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Logical			1	\$362.00	\$0.00	\$362.00	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 1000 Mbps							
	<b>Subtotal</b>						<b>\$800.00</b>	<b>\$0.00</b>
	<b>Totals</b>						<b>\$800.00</b>	<b>\$0.00</b>

\*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

**SLED Terms and Conditions Governing This Order**

- "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (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.
- Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or

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otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen 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 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 Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement 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 Services 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 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 at the existing rates, subject to adjustment by Lumen on 30 days' written notice. 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](http://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 Interexchange Carrier (IXC) 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.

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

6. 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.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional

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details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific, Europe, Middle East, Africa or Latin America region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore, South Korea and Australia.

11. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

### **Additional Order Terms**

#### **Invoices**

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

#### **Activation Support**

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

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**Signature Block**

<b>Customer: Marion County, Florida, a political subdivision of the State of Florida</b>
<b>Total MRC: \$800.00</b>
<b>Total NRC: 0</b>
Signature:
Name:
Title:
Date:

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

Document Generation Date: 02-27-2024

**THIRD AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT**

**STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Third Amendment is between CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP, ("LUMEN" or "CONTRACTOR") and MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("CUSTOMER or "COUNTY"). It amends the Master Service Agreement – State, Local and Education Government Agencies Version executed by the Parties on or about December 23, 2020, as previously amended (the "Agreement" or the "MSA"). This Third Amendment is effective on the date the last Party signs it (the "Amendment Effective Date"). This Third Amendment provides the terms and conditions applicable to CUSTOMER's purchase of products and services identified in this Third Amendment ("Services") from CONTRACTOR. Except as set forth in this Third Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CONTRACTOR may withdraw this offer if CUSTOMER does not execute and deliver this Third Amendment to CONTRACTOR on or before March 24, 2024 ("Cutoff Date").

1. **Addition of Service Attachments.** Section 2 ("Service") of the Agreement is revised to add the following Service Attachment(s) to the Agreement:

+ **INTERNET SERVICES SCHEDULE**

A copy of the Internet Services Schedule is attached hereto.

2. **Additional Terms and Conditions.** The following terms and conditions are added to Section 9 ("General Terms") of the Agreement as follows:

**9.13 Scrutinized Companies Lists.** CONTRACTOR certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Fla. Stat. (2023). CONTRACTOR agrees, pursuant to § 287.135(5), Fla. Stat. (2023), CUSTOMER may immediately terminate this Agreement for cause if CONTRACTOR is found to have submitted a false certification or if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement.

**9.14 Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** CONTRACTOR certifies and assures CUSTOMER that CONTRACTOR and its affiliates, if any and as defined under the pertinent statutes, have not been placed on the Discriminatory Vendor List pursuant to § 287.134, Fla. Stat. (2023), the Convicted Vendor List pursuant to § 287.133, Fla. Stat. (2023), and the Antitrust Violator Vendor List pursuant to § 287.137, Fla. Stat. (2023). CONTRACTOR acknowledges that, absent certain conditions set forth in the respective statutes, those entities that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.

**9.15 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.

**9.16 Transacting Business in Florida.** As of the date of entering into this Agreement, CONTRACTOR represents that CONTRACTOR has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to § 607.1501, Fla. Stat. (2023), or a determination has been made by CONTRACTOR and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida. In the event CUSTOMER, at its sole discretion, determines that CONTRACTOR is transacting business in Florida without a certificate of authority issued by the Florida Department of State, CUSTOMER may immediately terminate this Agreement. In the event of such termination, CONTRACTOR shall immediately repay all amounts provided to CONTRACTOR under this Agreement.

THIRD AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT

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STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION

3. **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, as previously amended, 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 Third Amendment will control. This Third 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 DBA LUMEN  
TECHNOLOGIES GROUP

MARION COUNTY, A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

Steve Arneson n

Steve Arneson {Feb 27, 2024 08:59 CST}

Authorized Signature

Authorized Signature

Steve Arneson

Name Typed or Printed

Name Typed or Printed

Manager - Offer Management

Title

Title

Feb 27, 2024

Date

Date

**FOR INTERNAL LUMEN REFERENCE**

Contract ID(s) of Agreement being amended:

2193640

**THIRD AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
INTERNET SERVICES SCHEDULE**

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**1. General.** "Lumen" is defined for purposes of this Service Schedule as Centurylink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Dedicated Internet Extension or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

**1.1 Additional General Terms.** Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**2. Services.**

**2.1 Service Description.** Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 400Gbps ports. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. **Basic security service.** Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000. Does not apply to Dedicated Internet Extension.

**2.2 Billing Types.**

**Flat Rate.** Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

**Commit Plus Burst.** For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate ("CDR")/Committed Information Rate ("CIR"). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 95<sup>th</sup> percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used

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to calculate any applicable usage. If available and identified in the applicable Order, a Peak Data Rate ("PDR") or Peak Information Rate ("PIR") may apply, which is the maximum available bandwidth.

**Billing Arrangement.** Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge ("CMUC"), is based on the Committed Data Rate ("CDR") (or the Aggregate Committed Data Rate ("ACDR") or Aggregate Committed Information Rate ("ACIR")). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95<sup>th</sup> percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95<sup>th</sup> percentile basis across all included ports and charged at the rate stated in the Order.

FOR REVIEW

**THIRD AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
INTERNET SERVICES SCHEDULE**

**2.3 On-Net and Off-Net Access.** Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

**2.4 Converged Voice-Internet Service.** Where Customer orders Internet Services bundled with Lumen Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

**2.5 Lumen Arranged Third Party Procured Internet Services.** For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to a) arrange Internet Services using third party providers or b) procure Internet Services from third party providers on Customer's behalf ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, Taiwan, Thailand, Vietnam, Latin America, Central America, Countries and Territories of the Caribbean, Mexico, Europe, Middle East and Africa. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Border Gateway Protocol (BGP) routing capabilities may not be available for Third Party Internet Service. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party provider(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

**2.6 Third Party Peer Destined Traffic.** If at any time Lumen's provision of High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service to Customer (and/or any of its affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen will provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen will provide as much notice as is practicable under the particular emergency condition.

**2.7 Intended Use.** Any High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen affiliate, then Lumen, in its sole discretion, will have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

**2.8 Service Levels.** Lumen Internet Services are subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement

and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

**3. Customer Responsibilities.**

**3.1 Charges.** Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include localaccess charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types. Construction charges apply if special construction is required to extend Service to the demarcation point. If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.

**3.2 Additional Customer Responsibilities.** Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**3.3 Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided under this Service Schedule as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged VoiceInternet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

**3.4 Business Contact Information.** Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that support a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that is designed to protect such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

**4. Reserved.**

THIRD AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
INTERNET SERVICES SCHEDULE

# R649662 Marion County Florida-AMD to MSA 021324

Final Audit Report

2024-02-27

Created:	2024-02-27
By:	Janet Simpson (janet.simpson@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6bsOhpFa9KbV0YjKBR6wYkouJoVxkZvU

## "R649662 Marion County Florida-AMD to MSA 021324" History

- Document created by Janet Simpson (janet.simpson@lumen.com)  
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2024-02-27 - 2:49:52 PM GMT
- Signer stephen.arneson1@lumen.com entered name at signing as Steve Arneson 2024-02-27 - 2:50:12 PM GMT
- Document e-signed by Steve Arneson (stephen.arneson1@lumen.com)  
Signature Date: 2024-02-27 - 2:50:14 PM GMT - Time Source: server
- Agreement completed.

2024-02-27 - 2:50:14 PM GMT

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FOR REVIEW

**THIRD AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
INTERNET SERVICES SCHEDULE**

**FOR REVIEW**