

**LUMEN MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP, a Delaware limited liability company, 100 CenturyLink Dr., Monroe, LA 71203, FEIN 04-6141739 ("Lumen") and MARION COUNTY, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("Customer" or "County") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. **Service.** Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. Additional Service Attachments may be added by Amendment or by Customer placing an Order.

- Domestic CenturyLink IQ<sup>®</sup> Networking Service Exhibit
- Local Access Service Exhibit

3. **Order(s).** Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the 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 Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

4. **Billing and Payment.**

4.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, Lumen will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Lumen within three days after delivery of the Connection Notice that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

**BILLING.** LUMEN acknowledges that notwithstanding anything set forth in the MSA,

- A. COUNTY's obligations for and methods of payment under the Master Service Agreement and any orders issued therefrom, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act.
- B. Currency for COUNTY's payment to LUMEN shall be American dollars and cents.
- C. Lumen agrees to accept as authorized use only those orders placed by County's authorized representative, Radio Systems Manager-Public Safety.

4.2 **Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen-approved payment portal (e.g., Control Center) in the currency stated on the invoice. Lumen may charge administrative fees where Customer's payment and invoice preferences deviate from Lumen's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 **ATTORNEY'S FEES.** Notwithstanding anything to the contrary contained in the MSA, a Party may claim reasonable attorney's fees from the other Party when those reasonable attorney's fees are incurred as a result of litigation reasonably related to the MSA and/or its associated orders. In the event of such litigation, the prevailing Party shall be entitled to recover all reasonable attorneys' fees.

4.4 **E-VERIFY.** Beginning January 1, 2021, Section 448.095, F.S., requires LUMEN to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees.

- 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. LUMEN has agreed to perform in accordance with the requirements of this Section and agrees:
  - 1. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

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2. COUNTY shall immediately terminate the MSA if COUNTY has a good faith belief that LUMEN has knowingly violated Section 448.09(1), Florida Statutes, that is, that LUMEN 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 LUMEN enters into a contract with an employee, a contractor or a subcontractor, LUMEN 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. LUMEN shall maintain a copy of such affidavit for the duration of the MSA and provide it to COUNTY upon request.
5. LUMEN shall immediately terminate the Contracting Party if LUMEN 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 LUMEN's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that LUMEN has otherwise complied, COUNTY shall promptly order LUMEN to terminate the Contracting Party. LUMEN agrees that upon such an order, LUMEN shall immediately terminate the Contracting Party. LUMEN agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate LUMEN.
7. If COUNTY terminates the MSA with LUMEN, LUMEN may not be awarded a public contract for a least one (1) year after the date of termination.
8. LUMEN 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 MSA and may not be considered as such.
10. LUMEN 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, and to make such records available to COUNTY or other authorized governmental entity.
11. To comply with the terms of this employment eligibility verification provision is made an express condition of the MSA and COUNTY may treat a failure to comply as a material breach of the MSA.

**4.5 Taxes and Fees.** Excluding taxes based on Lumen's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on Lumen or a Lumen affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to Lumen, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. The Parties agree that COUNTY is tax exempt and LUMEN is in receipt of COUNTY's tax exempt certificate.

**4.6 Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other appropriate funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination. The notarized document required to be prepared by Customer and accepted by Lumen shall, at a minimum, attest: (A) County used every reasonable means to secure the appropriations, and (B) County is not falsely claiming non-appropriation of funds.

**4.7 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

**4.8 Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

(a) **No Cause – Order.** Customer may cancel an Order (or portion thereof) for no cause prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

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**(b) No Cause - Service.** Customer may terminate for no cause a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge 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 month 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 such construction was undertaken to provide Service hereunder. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

**(c) For Cause – Unilateral Change.** Notwithstanding anything to the contrary contained in the MSA, Order or Service Exhibit, should Lumen unilaterally modify any feature, including rates, whether such unilateral modification of a feature is required through no fault or control of Lumen, Lumen shall notify County of the unilateral change at its earliest opportunity and County may, at its discretion, have thirty (30) calendar days thereafter within which to review the unilateral change, and if determined by County to be in its best interest, issue a unilateral termination effective thirty (30) calendar days of receiving notice of the unilateral change. Such termination by County of the MSA and any associated orders or service is made at no penalty to County. Should County fail to timely issue such termination, the opportunity to terminate at no penalty shall expire.

**(d) For Cause – Generally.** Notwithstanding anything to the contrary in the MSA, Order, or Service Exhibit, County may terminate with cause without penalty, including no early termination fee or cancellation fee.

**5. Default.** If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

**6. Liabilities and Service Levels.**

**6.1 Damages Limitations.** 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 services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

**6.2 Disclaimer of Warranties.** LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

**6.3 Service Levels.**

**(a)** Any "Service Level" applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment.

**(b)** Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. 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.

**6.4 INDEMNIFICATION.** Notwithstanding anything to the contrary in this MSA, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all third party claims for personal property damage, injury, or death reasonably related to this Agreement arising from any negligent, willful or wrongful misconduct by such Party, its officers, board members, agents, representatives or employees.

**6.5 Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to Lumen delivering a Connection Notice for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

**7. Customer Premises; Title to Equipment.** If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and

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network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (2) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. Lumen may re-provision any local access circuits from one off-net provider to another or to the Lumen owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

**9. General Terms.**

**9.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**9.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder. Notwithstanding anything to the contrary contained in the MSA or the Order, the Parties agree that should Lumen assign or transfer its obligations under this Agreement, County may accept services from the assignee and is thereafter free to terminate the MSA or any associated order at any time for any reason without penalty.

**9.3 Affiliates.** Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

**9.4 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [billing@lumen.com](mailto:billing@lumen.com). Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

**9.5 Acceptable Use Policy and Data Protection.** Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

**9.6 Confidentiality.** Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party. Notwithstanding anything to the contrary stated in this section, "Confidential

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Information" and 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 (2018.)

**PUBLIC RECORDS OBLIGATIONS.** Lumen will comply with section 119.011(2), Florida Statutes, and LUMEN, shall:

- A. Keep and maintain public records required by COUNTY to perform the service;
- B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MSA term and following completion of the MSA if LUMEN does not transfer the records to COUNTY; and,
- D. Upon completion of the MSA, transfer, at no cost, to COUNTY, all public records in possession of LUMEN or keep and maintain public records required by COUNTY to perform the service. If LUMEN transfers all public records to COUNTY upon completion of the MSA, LUMEN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LUMEN keeps and maintains public records upon completion of the MSA, LUMEN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY

**PUBLIC RECORDS; UNILATERAL TERMINATION.** If LUMEN fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this section, LUMEN may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of the MSA by COUNTY.

**PUBLIC RECORDS QUESTIONS CONTACT.**

**IF LUMEN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER  
119, FLORIDA STATUTES, TO LUMEN'S DUTY TO PROVIDE PUBLIC  
RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF  
PUBLIC RECORDS AT:**

**Public Relations, 601 SE 25th Ave., Ocala, FL 34471**

**Phone: 352-438-2300 Fax: 352-438-2309**

**Email: [PublicRelations@MarionCountyFL.org](mailto:PublicRelations@MarionCountyFL.org)**

**9.7 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

**9.8 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding arising out of the MSA or its associated orders will be in Marion County, Florida. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Lumen is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THIS MSA OR ITS ASSOCIATED ORDERS, 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.

If any provision of this MSA 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 MSA 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.

**9.9 SOVEREIGN IMMUNITY.** Nothing in the MSA shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the MSA, COUNTY's obligation to indemnify LUMEN, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time. This section shall survive the termination of the MSA.

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**9.10 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.11 International Services.** 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).

**9.12 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement 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 D/B/A LUMEN  
TECHNOLOGIES GROUP**

Steve Arneson

Steve Arneson (Sent 12/15/2020 (7:19 CST))

\_\_\_\_\_  
Authorized Signature

Steve Arneson

\_\_\_\_\_  
Name Typed or Printed

Manager - Offer Management

\_\_\_\_\_  
Title

Dec 15, 2020

\_\_\_\_\_  
Date

Customer's Address for Notices: Marion County Public Safety Communications, RADIO DIVISION, 2710 E. Silver Springs Blvd., OCALA, FL 34471 and County Administrator, 601 SW 25th Ave., Ocala, FL 34470

Customer's Email Addresses for Notice Purposes are:  
[Procurement@MarionCountyFL.org](mailto:Procurement@MarionCountyFL.org) and  
[Alphonso.Gordon@MarionCountyFL.org](mailto:Alphonso.Gordon@MarionCountyFL.org)  
Person Designated for Notices: Respectfully, see above.

ATTEST:

David R. Ellspermann  
Printed Name: DAVID R. ELLSPERMANN  
Clerk of Court  
Date: 12/23/2020

MARION COUNTY, a political subdivision of the State of Florida

By: Jeff Gold  
Its: Chairman  
Date: 12/22/2020

For Use and Reliance of Marion County Only,  
Approved as to Form and Legal Sufficiency

E. Alt  
E. Alt, Senior Assistant County Attorney

BCC Approved:  
Acceptance Date: 11/3/2020

COPY



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DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes or Order Forms between CenturyLink QCC and Customer.

**2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

**2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**(c) CenturyLink IQ+® Port.** A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ+ Port is only available in a CenturyLink determined data center.

**(d) CenturyLink IQ+® Cloud Port.** A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

**2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

**(a) Monitor and Notification.** Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

**(b) Select Management.** Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

**(c) Comprehensive Management.** Comprehensive Management can be included on any eligible Port, except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router

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internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

(d) **CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(e) **Customer Responsibilities.**

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

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**2.7 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.8 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. 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.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote or Order Form. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Service Commencement Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote or Order Form will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

**4.1 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port

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classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) **Data Transfer.** Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7,01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Service Commencement Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote, Order Form, or the pricing attachment or (b), if a service term is not shown in a quote, Order Form, or a pricing attachment, one year. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Service Commencement Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(a) **Domestic Internet Port or Private Ports:** (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) **CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports:** (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

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**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

**9. SLA.** Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. References to CenturyLink IQ+ Ports in the CenturyLink IQ= SLA will also refer to CenturyLink IQ+ Cloud Ports.

**10. Other Terms.**

**10.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**10.2. Cancellation and Termination Charges.** This section replaces the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**10.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**10.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**10.5 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**10.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

**10.7 Fees.** Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee of per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink 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 <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules,

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administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

COPY

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

MARION COUNTY, a political subdivision of the State of Florida ("Customer")

and

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

MARION COUNTY, a political subdivision of the State of Florida  
Customer Company Name

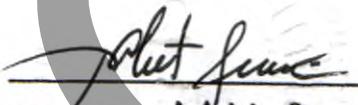
  
Authorized Signature of Customer

Jeff Gold  
Print or Type Name

Chairman  
Title

12/22/2020  
Date

ATTEST:

  
Printed Name: DAVID R. ELLSPERMANN  
Clerk of Court

Date: 12/23/2020

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PRICING ATTACHMENT**

**1. Pricing.**

**1.1 Network Management Service MRCs.**

**(a) NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

**(b) NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notify	\$35.00 per device	N/A

**1.2 CenturyLink IQ Networking Features**

**(a) VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

**(b) Backbone Prioritization.** Backbone Prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

**1.3 Port Pricing Tables.** Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the attached Quote, Customer must enter into a separate written amendment to this Agreement or sign an additional Quote.

**1.4 NRC Discounts.**

**(a) NRC Waiver.** So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet Ports and Private Ports. The Internet Ports and Private Ports must remain installed for at least 12 months.

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**1. General.** This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

**2. Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

**2.2.1 Use of IP Connection.** In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a Preferred Provider for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the pricing attachment or a quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer

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to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ® Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**4. Charges.** Customer will pay the rates set forth in the attached pricing attachment or a quote or Order if the rates for Service at a particular Service Address are not included in the pricing attachment, and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to Orders where Customer requests the delivery of Service one or more days before the Customer Commit Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA Orders (where underlying local access provider allows CenturyLink to order an expedited service.)

**(b) Construction.** Construction charges apply if; (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**(c) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

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(d) **Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote or Order for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

**5.2 Cancellation and Termination Charges.**

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge 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 month 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 such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) **Customer Provided Access—Cancellation of Connectivity after Delivery of a Connection Notice.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Provisioning, Maintenance and Repair.** CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

**7. Other Terms.**

**7.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**7.2 Cancellation and Termination Charges.** This Section replaces the Cancellation and Termination Charges Section in the Agreement:

**Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer,

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within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**7.3 Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

**7.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**7.5 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**7.6 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**7.7 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

**7.8 Fees.** Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink 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 <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

## **8. Definitions.**

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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Except as set forth in this pricing attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Service Exhibit.

1. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the attached Quote. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges. The MRCs and NRCs apply to new Service only and do not apply to Service ordered prior to the effective date of this pricing attachment. All MRCs and NRCs set forth apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service in the pricing (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service Term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1. Any future Service ordered will be charged the current quoted MRC and NRC per Service as specified on a valid CenturyLink quote or Order, not the MRC and NRC per Service specified below. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

2. **CenturyLink Provided Access Install NRC Discount.** Install NRCs specified for Off-Net and On-Net CenturyLink Provided Access will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

Cutoff/Expiration Date: 1/28/2021 Currency: USD

Customer Information	Account Information	Prepared By
Name: Marion County, Florida, a political subdivision of the State of Florida Primary Contact: Al Gordon Phone: 352-857-2668 Primary Contact Email: alphonso.gordon@marioncountyfl.org Billing Contact: same as above Billing Phone: same as above Billing Email: same as above	BPID: 1146307 Billing Account: Billing Address: 2710 E. Silver Springs Blvd. Ocala, FL 34470 Contract ID#: New (Internal Use Only)	Name: Skip Lakey Phone: 9042499229 Email: skip.m.lakey@lumen.com

## Order

### Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Networking	1	7929 W HIGHWAY 318 REDDICK FL 32686	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	.1	7929 W HIGHWAY 318 REDDICK FL 32686	ELA Native Single-CoS Low	CenturyLink (CLPA) Fast E 3M	60 Months	\$147.00	\$0.00	
IQ Networking	1	13346 SW 41ST PL OCALA FL 34481	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	1	13346 SW 41ST PL OCALA FL 34481	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 10M	60 Months	\$386.00	\$500.00	\$500.00
IQ Networking	1	900 NE 231ST AVE LCON AL GORDON 352-368-8805 SILVER SPRINGS FL 34488	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	1	900 NE 231ST AVE LCON AL GORDON 352-368-8805 SILVER SPRINGS FL 34488	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 10M	60 Months	\$995.00	\$500.00	\$500.00
IQ Networking	1	14991 NE HIGHWAY 315 FORT MC COY FL 32134	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	1	14991 NE HIGHWAY 315 FORT MC COY FL 32134	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 10M	60 Months	\$188.00	\$500.00	\$500.00
IQ Networking	1	2024 SW 8TH PL Ocala FL 34471	IQ Networking Port - Private	Tiered 100BT 20 Mbps	60 Months	\$185.00	\$325.00	\$325.00
Local Access	1	2024 SW 8TH PL Ocala FL 34471	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 20M	60 Months	\$633.00	\$500.00	\$500.00



Customer Name: Marion County, Florida, a political subdivision of the State of Florida  
 Order #: Q-01056325

Order Generation Date: 12/14/2020 8:04:01 AM

Cutoff/Expiration Date: 1/28/2021 Currency: USD

IQ Networking	1	2024 SW 8TH PL OCALA FL 34471	IQ Networking Port - Private	Tiered 100BT 20 Mbps	60 Months	\$185.00	\$325.00	\$325.00
Local Access	1	2024 SW 8TH PL OCALA FL 34471	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 20M	60 Months	\$633.00	\$500.00	\$500.00
IQ Networking	1	5613 SE 110TH PL BELLEVIEW FL 34420	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	1	5613 SE 110TH PL BELLEVIEW FL 34420	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 10M	60 Months	\$672.00	\$500.00	\$500.00
IQ Networking	1	257 N HIGHWAY 314A SILVER SPRINGS FL 34488	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	1	257 N HIGHWAY 314A SILVER SPRINGS FL 34488	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 10M	60 Months	\$364.00	\$500.00	\$500.00
IQ Networking	1	20980 W HIGHWAY 40 DUNNELLON FL 34431	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	1	20980 W HIGHWAY 40 DUNNELLON FL 34431	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 4M	60 Months	\$606.00	\$0.00	\$0.00
IQ Networking	1	19357 CR-314 FORT MCCOY FL 32134	IQ Networking Port - Private	Tiered 10BT 3 Mbps	60 Months	\$150.00	\$325.00	\$325.00
Local Access	1	19357 CR-314 FORT MCCOY FL 32134	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 10M	60 Months	\$544.00	\$500.00	\$500.00
IQ Networking	1	692 NW 30TH AVE LCON: ALPHONSO GORDON 352 671-8460 OCALA FL 34475	IQ Networking Port - Private	Tiered 10BT 10 Mbps	60 Months	\$165.00	\$325.00	\$325.00
Local Access	1	692 NW 30TH AVE LCON: ALPHONSO GORDON 352 671-8460 OCALA FL 34475	ELA Native Single-CoS High	CenturyLink (CLPA) Fast E 10M	60 Months	\$188.00	\$500.00	\$500.00
Service Sub Total:						\$7,091.00	\$0.00	

Terms and Conditions for CenturyLink IQ Networking Private Port Service. For new CenturyLink IQ Networking Private Port ("Private Port" or "Service") Customers after October 7, 2019, Lumen provides Service under the MPLS (IPVPN and VPLS) VPN Service Schedule. For existing CenturyLink Private Port Customers before October 7, 2019, Lumen will provide Service under the CenturyLink IQ Networking Service Exhibit and the Local Access Service Exhibit ("Service Exhibits"). Each Private Port has a Minimum Service Term of 12 months. Service will not be provided at a residential address. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Any references to a Revenue Commitment, Contributory Charges, or Renewal Order will not apply to Private Ports. "Order" is defined as a request for Service submitted by Customer in a form designated by Lumen. Lumen must approve each Order and Customer must send it via e-mail, fax, or other Lumen-approved electronic process to Lumen. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations. For new Private Port Customers subject to the SLA included in the MPLS VPN Service Schedule, QoS is categorized under the Premium Class of Service level, for purposes of the SLA in the MPLS VPN Service Schedule. End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include Lumen as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user

Cutoff/Expiration Date: 1/28/2021 Currency: USD

groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between Lumen's routers, and between Customer's edge routers and Lumen's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting". Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with Lumen designated multicast protocol specifications and use the Lumen designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but Lumen may permit a limited number of additional sources. Layer 2 virtual private LAN service ("VPLS") is an optional feature for Private Ports only. Private Ports with VPLS are supported on Lumen-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable pricing methodology; (c) for Customers receiving Service under the CenturyLink IQ Networking Service Exhibit, the IQ Networking SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting. The End to End Performance Reporting, VPN Extension, and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days prior written notice to the other party. Lumen may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. Scheduled Maintenance and Local Access. Customer may request a specific Local Access provider ("Preferred Provider") for Off-Net Access from a list of available providers with whom Lumen has interconnect agreements. Lumen will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by Lumen. If Customer selects a Preferred Provider and Lumen is unable to use Customer's Preferred Provider for a specific Service Address as designated in this Quote, then the rate for Service at that Service Address may be subject to change. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption, Lumen will use commercially reasonable efforts to minimize such interruptions and provide notice to Customer. If third-party local access services are required for the Services, Customer will: (a) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (b) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (c) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. Lumen may re-provision any local access circuits from one off-net provider to another or to the Lumen owned and operated network (on-net), and such changes will be treated as scheduled maintenance. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove Lumen providing the additional wiring. Additional wiring could entail electrical or optical cabling into (a) existing or new conduit or (b) bare placement in drop down ceilings, raise floors, or mounted to walls/ceiling. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. Lumen will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, Lumen will notify Customer of the dispatch fee. Lumen will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by Lumen's facilities or equipment on Lumen's side of the demarcation point. If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network

Diversity Service Exhibit is available upon request. If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request. Cancellation and Termination Charges. Either party may terminate an individual Service: (a) with 60 days prior written notice to the other party, or (b) for Cause. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (i) for payment defaults by Customer, within five days of separate written notice from Lumen of such default; or (ii) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). If an individual Service is terminated by Customer for any reason other than for Cause or by Lumen for Cause prior to conclusion of the applicable Service Term and Customer's Service is subject to the CenturyLink MPLS VPN Service Schedule, then Customer will pay Lumen's early termination charges as identified in the current Lumen or CenturyLink Master Service Agreement, in addition to any and all charges that are accrued but unpaid as of the termination date. If current Customer's Service is governed by the Service Exhibits, Customer will pay the applicable cancellation charges identified in the Service Exhibits. If the Agreement is terminated by Customer for any reason other than for Cause, or by Lumen for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the early termination or cancellation charges as identified in the current Master Service Agreement if Customer's Service is subject to the CenturyLink MPLS VPN Service Schedule, or in the Service Exhibits, in addition to any and all charges that are accrued but unpaid as of the termination date. CPNI. Lumen is required by law to treat CPNI confidentially. Customer agrees that Lumen may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Lumen's behalf, to determine if Customer could benefit from the wide variety of Lumen products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Lumen in writing. Customer's decision regarding Lumen's use of CPNI will not affect the quality of service Lumen provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.



Customer Name: Marion County, Florida, a political subdivision of the State of Florida  
Order #: Q-01056325

Order Generation Date: 12/14/2020 8:04:01 AM

Cutoff/Expiration Date: 1/28/2021 Currency: USD

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 7,091.00	\$ 0.00

Terms and Conditions Governing This Order

1. "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. 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.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. Unless otherwise agreed by the parties in writing, 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 Exhibit(s)/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 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 Exhibit(s)/Service Schedule(s) applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Exhibit(s)/Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement and Service Exhibit(s)/Service Schedule(s) as of the date of this Order will govern, copies 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 Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. 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 then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard Lumen or CenturyLink Master Service Agreement. "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.

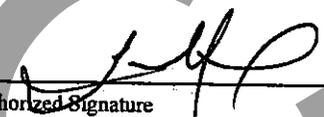
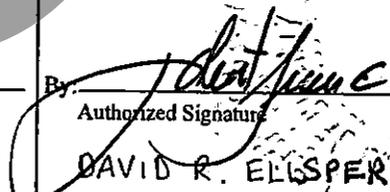
6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end 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 per month property tax surcharge and (b) a per month cost recovery fee 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.lumcn.com/taxes](http://www.lumcn.com/taxes) or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, 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/business/login/>) 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](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. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order 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 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.

10. For Internet Services provided in certain countries in the Asia-Pacific 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 and Australia.

Customer: Marion County, Florida, a political subdivision of the State of Florida	ATTEST:
By:  Authorized Signature	By:  Authorized Signature
Jeff Gold	DAVID R. ELGSPERRMANN
Name Typed or Printed	Name Typed or Printed
Chairman	Clerk of Court
Title	Title
12/22/2020	12/23/2020
Date	Date

COPY

1/27/2018

## AMENDMENT TO THE ORDER

This Amendment to Order ("Amendment") is entered into as of the date of last signature below (the "Amendment Effective Date"), by and between **CenturyLink Communications, LLC dba Lumen Technologies Group** (an affiliate of Lumen) ("Lumen") and **Marion County, a political subdivision of the State of Florida** ("Customer" or "Marion County"), and modifies the Service Order having **Document No. Q-01056325** (the "Service Order") a copy of which is attached hereto.

**WHEREAS**, the parties desire to revise certain terms of the Service Order as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following modifications to the terms and conditions of the Service Order:

1. The following Sections are modified as follows:

**(a) Section 1**

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.

**(b) Section 4**

The Service identified in this Order is subject to the Lumen Master Service Agreement as may be amended (collectively the "Lumen Master Service Agreement") and applicable Service Exhibit(s)/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). The Lumen entity providing Services is identified on the invoice.

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 Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. The Parties are directed to the Lumen Master Service Agreement for any monetary penalty for early termination or cancellation.

**(c) Section 7**

Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee 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 non-exempt taxes and surcharges that are assessed, please visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

**(d) Section 8**

Unless otherwise set forth in a Service Attachment, 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/login/>, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) and (b) ancillary charges for additional activities, features or options can be found in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). No fees will be billed without mutual agreement between parties.

- (e) Section 10** is deleted in its entirety as it is not applicable to the Services provided in the Service Order.

2. **Limited to Service Order.** The parties acknowledge and agree that this Service Order Amendment shall apply to the Service Order attached hereto and shall have no applicability to any other Service Order(s) that Customer may have otherwise submitted or may submit to Lumen in the future. All other Terms and Conditions will remain in effect.
3. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Digital signatures and electronically exchanged copies of signed documents shall be sufficient to bind the parties to this Amendment.

The terms and conditions contemplated herein have been read, are understood, and are hereby accepted as of the Amendment Effective Date.

**CenturyLink Communications, LLC  
dba Lumen Technologies Group  
("Lumen")**

Steve Arneson  
By Steve Arneson (Dec 15, 2020 10:44 EST)  
\_\_\_\_\_  
Name Steve Arneson  
\_\_\_\_\_  
Title Manager - Offer Management  
\_\_\_\_\_  
Date Dec 15, 2020  
\_\_\_\_\_

**Marion County, a political subdivision of the  
State of Florida ("Customer")**

Jeff Gold  
By \_\_\_\_\_  
Name Jeff Gold  
\_\_\_\_\_  
Title Chairman  
\_\_\_\_\_  
Date 12/22/2020  
\_\_\_\_\_

**ATTEST:**

David R. Ellspermann  
\_\_\_\_\_  
Printed Name: DAVID R. ELLSPERMANN  
\_\_\_\_\_  
Clerk of Court  
Date: 12/23/2020  
\_\_\_\_\_

COPY

# Agreement Document from Lumen

Final Audit Report

2020-12-15

Created:	2020-12-15
By:	Skip Lakey (skip.m.lakey@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAHHKLGxRfZ1WD8Qt_ysKlxDZtMeTe6tg

## "Agreement Document from Lumen" History

-  Document created by Skip Lakey (skip.m.lakey@lumen.com)  
2020-12-15 - 9:23:18 PM GMT- IP address: 13.108.238.8
-  Document emailed to Steve Arneson (pomdirectorsignature@centurylink.com) for signature  
2020-12-15 - 9:26:33 PM GMT
-  Email viewed by Steve Arneson (pomdirectorsignature@centurylink.com)  
2020-12-15 - 10:37:42 PM GMT- IP address: 155.70.104.126
-  Document e-signed by Steve Arneson (pomdirectorsignature@centurylink.com)  
Signature Date: 2020-12-15 - 10:38:04 PM GMT - Time Source: server- IP address: 155.70.104.126
-  Agreement completed.  
2020-12-15 - 10:38:04 PM GMT