

Document No. DOC-0001385705

Scenario: SM10601181

**Customer Information and Contract Specifications****Customer Name:** Monterey, County of**Account Number:** 3-A83843**Currency:** USD**Monthly Recurring Charges (MRC):** \$37,943.75**Non Recurring Charges (NRC):** 0**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	<b>Service ID: AIP710839</b> <b>HAN Internet Bandwidth</b> <b>AIP710839</b>	RenewalAsIs	24	1	\$363.46	\$0.00	\$363.46	\$0.00
	- Region=North America - Usage Calculation=95th Percentile Higher of In or Out - Base Bandwidth=100 - UsageRate				\$5.9400			
	<b>Subtotal</b>						<b>\$363.46</b>	<b>\$0.00</b>
	<b>Service ID: AIP908120</b> <b>Hosting Access Extension</b> <b>AIP908120</b>	RenewalAsIs	24	1	\$363.46	\$0.00	\$363.46	\$0.00
	- Cross Connect Type=Colocation to HAN GigE - Media Type=Cat5E - CPE Rackspace (RUs)=No - CPE Rackspace (RUs) Qty=0							
	<b>Subtotal</b>						<b>\$363.46</b>	<b>\$0.00</b>
	<b>Service ID: AIP870396</b> <b>Advanced Managed Services</b> <b>AIP870396</b>	RenewalAsIs	24	1			\$8,996.00	\$0.00
	- Custom Committed Hrs=No							



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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- Region=North America <b>AMS Program Manager (PM) AIP870396-4</b>  - Committed Service Hours per Month = 20 - UsageRate \$234.0000  <b>Technical Account Manager (TAM) AIP870396-11</b>  - Committed Service Hours per Month = 4 - UsageRate \$224.0000  <b>Technical Service Engineer (TSE) - Windows AIP870396-14</b>  - Committed Service Hours per Month = 20 - UsageRate \$171.0000							
	<b>Subtotal</b>						<b>\$8,996.00</b>	<b>\$0.00</b>
	<b>Subtotal</b>							
	<b>Service ID: AIP915911</b> <b>Cloud Application Manager AIP915911</b>  - Current Rate for Self-Service ALM only=\$0.09/instance-hour - Current Rate for Lumen Led Cloud Support= 5% uplift* - Current Rate for Cloud Optimization & Analytics=4.6% uplift* - Current Rate for Alerting of Operating Systems =\$38.00/instance-month - Current Rate for Management of Operating	RenewalAsIs	N/A	1	\$0.00	\$0.00	\$0.00	\$0.00

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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	Systems=\$71.00/instance-month - Current Rate for Alerting for Non-native Databases=\$38.00/instance-month - Current Rate for Management of Non-native Databases=\$678.00/instance-month - Current Rate for Alerting for Non-native Web Services=\$38.00/instance-month - Current Rate for Management of Non-native Web Services=\$615.00/instance-month <b>Managed Services Anywhere Commit AIP915911-1</b> - Spend Commit=\$3,000.00 - Term Commit=12 - Term Discount=10%			1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP919925 Data Protect Backup - Dedicated AIP919925</b> - Data Center=ZZSC9 - Appliance Capacity=75 <b>Active Backup Clients AIP919926</b> - Active Clients=26	RenewalAsIs	24	1	\$6,476.75	\$0.00	\$6,476.75	\$0.00
				1	\$910.00	\$0.00	\$910.00	\$0.00
	<b>Subtotal</b>						<b>\$7,386.75</b>	<b>\$0.00</b>
	<b>Service ID: AIP919927 HAN VLAN Access AIP919927</b>	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00

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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- Data Center=ZZSC9							
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
168 W ALISAL ST SALINAS CALIFORNIA 93901 2487 UNITED STATES	<b>Service ID: AIP927379</b> <b>Custom Security Services</b> <b>AIP927379</b>  - Model=vTMS - Vendor=Qualys - Custom Vendor=[CCS Vendor Other] - Service Description=Custom Description (Other) - Custom Service Description=vTMS - Scanned Devices:30 - Data Center=ZZSC9	RenewalAsIs	24	1	\$511.20	\$0.00	\$511.20	\$0.00
	<b>Subtotal</b>						<b>\$511.20</b>	<b>\$0.00</b>
	<b>Service ID: AIP924349</b> <b>Lumen Provided License Keys</b> <b>AIP924349</b>  - Windows/RHEL VMs are billed at \$65 per month for the life of the VM (month to month). - If the Windows/RHEL VM is deleted during a given month, it will be billed for that month, - and then billing will cease for that Windows/RHEL VM.	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP927550</b> <b>HAN VLAN Access</b> <b>AIP927550</b>  - Data Center=ZZSC9	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP927553</b> <b>HAN VLAN Access</b>	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00

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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	<b>AIP927553</b>  - Data Center=ZZSC9							
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP927552</b> <b>HAN VLAN Access</b> <b>AIP927552</b>  - Data Center=ZZSC9	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP927551</b> <b>HAN VLAN Access</b> <b>AIP927551</b>  - Data Center=ZZSC9	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP927549</b> <b>HAN VLAN Access</b> <b>AIP927549</b>  - Data Center=ZZSC9	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP927555</b> <b>HAN VLAN Access</b> <b>AIP927555</b>  - Data Center=ZZSC9	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP927554</b> <b>HAN VLAN Access</b> <b>AIP927554</b>  - Data Center=ZZSC9	RenewalAsIs	24	1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal</b>						<b>\$0.00</b>	<b>\$0.00</b>
	<b>Service ID: AIP937652</b> <b>HAN Internet Access</b> <b>AIP937652</b>  - BGP=N/A  - Scenario=Managed Hosting Internet	RenewalAsIs	24	1	\$139.00	\$0.00	\$139.00	\$0.00



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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- Data Center=ZZSC9							
	<b>Subtotal</b>						<b>\$139.00</b>	<b>\$0.00</b>
168 W ALISAL ST SALINAS CALIFORNIA 93901 2487 UNITED STATES	<b>Service ID: AIP935811</b> <b>Managed Cisco Firewall - Non-Customer Premises AIP935811</b>  - Region=North America - Data Center=ZZSC9  - Model=FirePower 1120 - Instance=FTD  - Number Of Instances=1 - Failover=Yes-Active/Passive - IPS Threat=Yes  - URL Filtering=No  - AMP (Advanced Malware Protection)=No - Network Module (Ethernet Upgrade)=None - AnyConnect Client (VPN-SSL)=None - Site to Site VPN=1  - Customer Policy and Migration Support=Yes  <b>Instance AIP935811-9</b>  <b>IPS Threat AIP935811-10</b>  <b>Site To Site VPN AIP935811-3</b>  <b>Customer Policy And Migration Support AIP935811-1</b>	RenewalAsIs	24	1			\$1,904.00	\$0.00
	<b>Subtotal</b>						<b>\$1,904.00</b>	<b>\$0.00</b>



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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	<b>Service ID: AIP915908</b> <b>Lumen Private Cloud on vCF</b> <b>AIP915908</b>  - Region=North America - Subregion=North America - Hardware Vendor=HPE - Data Center=ZZSC9  - Node Configuration=Lumen Private Cloud on VMware Cloud Foundation Build Your Own - CPU Count=2 - CPU Speed=Other - NIC=Other  - Hypervisor=VMware Cloud Foundation <b>Hard Drive=17.5 TB</b> <b>AIP915908-1</b>  <b>RAM=384 GB</b> <b>AIP915908-2</b>	RenewalChange	24	1			\$3,074.97	\$0.00
	<b>Subtotal</b>						<b>\$3,074.97</b>	<b>\$0.00</b>
	<b>Service ID: AIP915909</b> <b>Lumen Private Cloud on vCF</b> <b>AIP915909</b>  - Region=North America - Subregion=North America - Hardware Vendor=HPE - Data Center=ZZSC9  - Node Configuration=Lumen Private Cloud on VMware Cloud Foundation Build Your Own	RenewalChange	24	1			\$3,074.97	\$0.00



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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- CPU Count=2 - CPU Speed=Other - NIC=Other - Hypervisor=VMware Cloud Foundation <b>Hard Drive=17.5 TB                      AIP915909-1</b>  <b>RAM=384 GB                      AIP915909-2</b>							
	<b>Subtotal</b>						<b>\$3,074.97</b>	<b>\$0.00</b>
	<b>Service ID: AIP915907                      Lumen Private Cloud on vCF                      AIP915907</b>  - Region=North America - Subregion=North America - Hardware Vendor=HPE - Data Center=ZZSC9  - Node Configuration=Lumen Private Cloud on VMware Cloud Foundation Build Your Own - CPU Count=2 - CPU Speed=Other - NIC=Other - Hypervisor=VMware Cloud Foundation <b>Hard Drive=17.5 TB                      AIP915907-1</b>  <b>RAM=384 GB                      AIP915907-2</b>	RenewalChange	24	1			\$3,074.97	\$0.00
	<b>Subtotal</b>						<b>\$3,074.97</b>	<b>\$0.00</b>
	<b>Service ID: AIP915910                      Lumen Private Cloud on vCF</b>	RenewalAsIs	24	1			\$3,074.97	\$0.00



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Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	<b>AIP915910</b>  - Region=North America - Subregion=North America - Hardware Vendor=HPE - Data Center=ZZSC9  - Node Configuration=[Node Configuration] - CPU Count=2  - CPU Speed=Other  - NIC=[NIC]  - Hypervisor=VMware Cloud Foundation <b>Hard Drive=17.5 TB</b> <b>AIP915910-1</b>  <b>RAM=384 GB</b> <b>AIP915910-2</b>							
	<b>Subtotal</b>						<b>\$3,074.97</b>	<b>\$0.00</b>
	<b>Totals</b>						<b>\$31,963.75</b>	<b>\$0.00</b>

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

## SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. 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 or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be

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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. Services are subject to Lumen's standard Master Service Agreement and Service Schedule(s), copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates for cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in Lumen's standard Master Service Agreement.

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. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

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

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in countries where Lumen does not currently hold a license to provide such Services, Customer consents and appoints Lumen as its agent to procure of third-party carriers.

11. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of



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the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

**Signature Block**

<b>Customer: Monterey, County of</b>	
<b>Total MRC: \$37,943.75</b>	
<b>Total NRC: 0</b>	
Signature:	
Name: Eric Chatham	Name: Samuel Beiderwell
Title: Chief Information Officer	Title: Deputy County Counsel
Date:	Date:

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

**Document Generation Date: 04-23-2024**

**STATEMENT OF WORK**  
**SOW CHANGE REQUEST #1 FOR – Consulting Services**  
**Agreement Pramata ID # 960424**  
**Quote Number: SM110601181**

**1. SOW CHANGE REQUEST OVERVIEW**

This SOW Change Request #1 (“SOW Change Request”) sets forth the changes to the above identified Statement of Work for the Services concerning the Consulting Services (“Project”) executed by Lumen and Monterey County (Customer) on 07/16/2021 (“SOW”). “Lumen” is defined for purposes of this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or an affiliated entity as identified below. This SOW Change Request is subject to and governed by the CenturyLink Loyal advantage Agreement between Customer and Lumen that apply specifically to the provision of the Services described herein (the “Agreement”). The Services are governed by this SOW Change Requests and Statement of Work under Amendment No. 8 the Agreement. In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the SOW will remain unchanged. Any capitalized term not defined will have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended terms for the Services, which collectively will be defined as the “Change in Service”.

**2. CHANGES TO THE DESCRIPTION OF WORK**

**2.1. Change in Service to Scope**

The Customer is continuing with section iii of the SOW (**DR Support Services**) for the term of 24 months starting on 07/16/2024 until 07/15/2026.

iii. Under **DR Support Services**, CenturyLink will provide,

CenturyLink will provide a CTA (“Cloud Technology Advisor”)/DR (Disaster Recovery) manager for no more than **ten (10) hours per month and a TSE (Technical Service Engineer)** for no more than **fifteen (15) hours per month**. The TSE and CTA/DR managers will be available to perform the following functions:

- Provide guidance post implementation of the DR Target Environment(s) regarding updates, changes, optimization, audit sessions, test Activities, and At Time of Disaster (“ATOD”) services.
- Provide support for the DR runbook and communications plan.
- Setup quarterly planning meeting with all DR stake holders to review service, health, changes, updates.
- Review Customer’s disaster recovery emergency team (“DRET”) member assignments and verify the contact information.
- Provide Customer team members with updated contact information (if appropriate) and chain of command for problem, notification, and escalation.
- Produce quarterly capacity and performance report relative to the DR Target Environment(s), with the intent on surfacing opportunities for improvement and any potential critical items that require addressing. Present observations and findings of analysis to Customer; and
- Upon request from Customer, CenturyLink will assist Customer with once-a-year DR test during the Service Term. Any DR test requested by the Customer must be similar in scope to the initial DR test described in Task 5 above under DR Services.

**3. CHANGES TO CHARGES; SERVICE TERM**

**3.1. Change in Service to Services Fees**

**3.1.2. Monthly Recurring Charges (MRC)**

IT Services	Part / Quote Code	Charge(s)
ITS Core	ITS Core Services 1.0: “DR Support Services”	\$5,980.00
<b>Service Term: 24 months</b>		<b>\$5,980.00</b>



Any pricing quoted within this SOW Change 5/4/2024

**4. AUTHORIZATION**

This SOW Change Request will not become effective until Lumen and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

**Lumen**

**County of Monterey**

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

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

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

Eric Chatham

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

\_\_\_\_\_  
Title

Chief Information Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_

Samuel Beiderwell  
Deputy County Counsel

Date: \_\_\_\_\_



# Renewal Order Form

**Customer Name:** Monterey, County of

**BusOrg ID:** 3-A83843

**Transaction ID:** 171001-36-01

**Requestor:** Bussell, Caroline (Caroline)

**Billing Account Number:** 5-3XX3J1QB

**Currency:** USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	New Service Term (Months)	Current Burstable	New Burstable	Current MRC	New MRC
4650 OLD IRONSIDES DR FLR MPOE, SANTA CLARA, CA, UNITED STATES, 95054		500 Mbps Private IQ Port	WAN	ETH1000-24106315	IQ20936571	36			900.00	765.00
4650 OLD IRONSIDES DR FLR MPOE, SANTA CLARA, CA, UNITED STATES, 95054		1 GBE Cross Connect Loop	WAN	ETH1000-24106315	LL20936572	36			0.00	0.00
1590 MOFFETT ST RM MPOE, SALINAS, CA, UNITED STATES, 93905		500 Mbps Private IQ Port	WAN	ETH1000-24106316	IQ20936574	36			190.00	190.00
1590 MOFFETT ST RM MPOE, SALINAS, CA, UNITED STATES, 93905		1000M Lumen Loop	WAN	ETH1000-24106316	LL20936573	36			520.00	1,000.00
									<b>1,610.00</b>	<b>1,955.00</b>



## Summary of Monthly Recurring Charges

**Billing Account Number:** 5-3XX3J1QB

<b>Currency:</b>	USD
<b>Total New MRC:</b>	1,955.00
<b>Total Savings:</b>	(345.00)
<b>Total Savings (%):</b>	-21.43 %



## Terms and Conditions

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





Eric Chatham

Customer Name: \_\_\_\_\_

DocuSigned by:

*Eric Chatham*

Customer Signature: \_\_\_\_\_

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Date: 2/17/2023 | 8:29 AM PST

Renewal Pricing Expires On: 15-May-23