

**FIRST AMENDMENT TO CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This First Amendment is made and entered into this 25th day of March, 2025 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as “County,” and CenturyLink Communications, LLC d/b/a Lumen Technologies Group as a contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under the Agreement, including Level 3 Communications, LLC, hereinafter referred to as “Contractor,” (individually referred to as “Party”, collectively “Parties”).

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on October 6, 2020 referred to as Pinellas County Contract No. 190-0330-G (or “Lumen internal CLM# 2196062”, together the “Agreement”), pursuant to which the Contractor agreed to provide information technology equipment, software and services for the County; and

WHEREAS, Level 3 Communications LLC was wholly acquired by CenturyLink Communications, LLC on November 1 of 2017; and

WHEREAS, CenturyLink Communications, LLC was rebranded to CenturyLink Communications, LLC d/b/a Lumen Technologies Group; and

WHEREAS, CenturyLink Communications, LLC, d/b/a Lumen Technologies Group is a contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under the Agreement, including Level 3 Communications LLC; and

WHEREAS, the County desires to acknowledge the acquisition and name change; and

WHEREAS, Section 9.8 (“Governing Law; Amendment”) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for acknowledgement of an acquisition, a name change, a term extension, an increase to the contract value, and an additional scope and services for Safety and Emergency Services (SES), at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is as follows:

1. The Contractor's name in the Agreement and all references thereto, are hereby amended from "CenturyLink Communications, LLC" to "CenturyLink Communications, LLC, d/b/a Lumen Technologies Group, a contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under the Agreement, including Level 3 Communications LLC".
2. The Parties wish to exercise a thirty-six (36) month extension period, and extend the Agreement from October 5, 2025, to October 25, 2028.
3. County expenditures under the Agreement will not exceed the total contract amount of \$7,008,612.00 without a written amendment to this Agreement. This amount reflects an increase of \$2,429,612.00 to the County's initial total expenditure under the agreement (\$4,579,000.00), which results in the new total not to exceed amount referenced above.
4. Attachment A (document # DOC-0001507559 and DOC-0001507968) attached hereto, is hereby incorporated into and made part of the Agreement.
5. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

Customer:
PINELLAS COUNTY, a political subdivision of the State of Florida:



Signature

Brian Scott
Printed Name

Chair
Printed Title

March 25, 2025.
Date

Contractor:
CENTURYLINK COMMUNICATIONS, LLC ,
D/B/A LUMEN TECHNOLOGIES GROUP, a contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under the Agreement, including Level 3 Communications LLC


Steve Arneson
Steve Arneson (Wed 6/2025 14:19 CST)
Signature

Steve Arneson
Printed Name

Manager - Offer Management
Printed Title

03/06/2025
Date

ATTEST: KEN BURKE, CLERK

By: 



APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney

Document No. DOC-0001507968

Scenario: SM10693121



Customer Information and Contract Specifications

Customer Name: Pinellas County Government - BTS

Account Number: 2-MRYC1G

Currency: USD

Monthly Recurring Charges (MRC): \$950.00

Non Recurring Charges (NRC): 0

Description	ID
CAT	L369655

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
10750 ULMERTON RD LARGO FLORIDA 33778 1703 UNITED STATES	UNI - 1 Gbps	New	36	1	\$109.01	\$0.00	\$109.01	\$0.00	USA
	- Standard Delivery - To the MPoE (Customer Provided)								
	- Service Level = 24x7x4								
	- UNI Type = Transparent								
	Telecom Service Priority (TSP)			1	\$4.00	\$0.00	\$4.00	\$0.00	USA
	Subtotal						\$113.01	\$0.00	
10750 ULMERTON RD LARGO FLORIDA 33778 1703 UNITED STATES	E-Line - EVC EPL 100 Mbps	New	36	1	\$302.74	\$0.00	\$302.74	\$0.00	USA
	- Class = Dedicated								
	Subtotal						\$302.74	\$0.00	
1301 1ST AVE N SAINT PETERSBURG FLORIDA 33705 1531 UNITED STATES	UNI - 1 Gbps	New	36	1	\$530.25	\$0.00	\$530.25	\$0.00	USA
	- Standard Delivery - To the MPoE (Customer Provided)								
	- Service Level = 24x7x4								
	- UNI Type = Transparent								

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	Telecom Service Priority (TSP)			1	\$4.00	\$0.00	\$4.00	\$0.00	USA
	Subtotal						\$534.25	\$0.00	
	Totals						\$950.00	\$0.00	

*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 Order is subject to the applicable state or municipal public records laws governing Customer 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 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(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, 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. Customer will accept and pay all charges indicated on invoices for the Services.

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 or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

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 <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. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. 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 the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. 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.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and

Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

Invoices

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

Activation Support

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

Multiple Site Services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, E-LAN and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Equipment Recovery

Upon termination of a Service for any reason, Lumen or its representative will contact Customer to schedule a mutually acceptable time and date for retrieval of Lumen Equipment located on Customer's premises. Alternatively, Lumen may request that Customer package Lumen Equipment and return it, at Lumen's cost, to a location identified by Lumen. If Customer does not provide Lumen with access to its premises to allow Lumen to recover the Lumen Equipment within 30 days following Lumen's contact, or if Customer does not ship the Lumen Equipment to Lumen within the 30 days, then Lumen may charge Customer and Customer will pay for the replacement cost of such Equipment.

Signature Block

Customer: Pinellas County Government - BTS
Total MRC: \$950.00 Total NRC: 0
Signature:
Name:
Title:
Date:

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

Document Generation Date: 01-31-2025

Customer Information and Contract Specifications

Customer Name: Pinellas County Government - BTS

Account Number: 2-MRYC1G

Currency: USD

Monthly Recurring Charges (MRC): \$4,455.87

Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
10750 ULMERTON RD LARGO FLORIDA 33778 1703 UNITED STATES	E-LAN - EVC	New	N/A	1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	Subtotal						\$0.00	\$0.00	
10750 ULMERTON RD LARGO FLORIDA 33778 1703 UNITED STATES	E-LAN - EVC Endpoint EP-LAN 100 Mbps	New	36	1	\$400.00	\$0.00	\$400.00	\$0.00	USA
	- Class = Multi-COS								
	Subtotal						\$400.00	\$0.00	
10750 ULMERTON RD LARGO FLORIDA 33778 1703 UNITED STATES	UNI - 100 Mbps	New	36	1	\$350.00	\$0.00	\$350.00	\$0.00	USA
	- Standard Delivery - To the MPoE (Customer Provided)								
	- Service Level = 24x7x4								
	- UNI Type = Transparent								
	Telecom Service Priority (TSP)			1	\$5.00	\$0.00	\$5.00	\$0.00	USA
	Subtotal						\$355.00	\$0.00	
10750 ULMERTON RD LARGO FLORIDA 33778 1703 UNITED STATES	E-LAN - EVC Endpoint EP-LAN 100 Mbps	New	36	1	\$400.00	\$0.00	\$400.00	\$0.00	USA
	- Class = Multi-COS								
	Subtotal						\$400.00	\$0.00	
10750 ULMERTON RD LARGO FLORIDA 33778 1703 UNITED STATES	UNI - 100 Mbps	New	36	1	\$350.00	\$0.00	\$350.00	\$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	- Standard Delivery - To the MPoE (Customer Provided) - Service Level = 24x7x4 - UNI Type = Transparent Telecom Service Priority (TSP)			1	\$5.00	\$0.00	\$5.00	\$0.00	USA
	Subtotal						\$355.00	\$0.00	
444 HUEY AVE S TARPON SPRINGS FLORIDA UNITED STATES 34689	E-LAN - EVC Endpoint EP-LAN 20 Mbps - Class = Multi-COS	New	36	1	\$215.00	\$0.00	\$215.00	\$0.00	USA
	Subtotal						\$215.00	\$0.00	
444 HUEY AVE S TARPON SPRINGS FLORIDA UNITED STATES 34689	UNI - 20 Mbps - Standard Delivery - To the MPoE (Customer Provided) - Service Level = 24x7x4 - Port Size = 100 Mbps - UNI Type = Transparent Local Loop	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	- Includes Network Interface Device Telecom Service Priority (TSP)			1	\$260.40	\$0.00	\$260.40	\$0.00	USA
	- Includes Network Interface Device Telecom Service Priority (TSP)			1	\$5.00	\$0.00	\$5.00	\$0.00	USA
	Subtotal						\$265.40	\$0.00	
201 HIGHLAND AVE NE LARGO FLORIDA 33770 2512 UNITED STATES	E-LAN - EVC Endpoint EP-LAN 10 Mbps - Class = Multi-COS	New	36	1	\$150.00	\$0.00	\$150.00	\$0.00	USA
	Subtotal						\$150.00	\$0.00	
201 HIGHLAND AVE NE LARGO FLORIDA 33770 2512 UNITED STATES	UNI - 10 Mbps	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
STATES	- Standard Delivery - To the MPoE (Customer Provided) - Service Level = 24x7x4 - Port Size = 100 Mbps - UNI Type = Transparent Local Loop - Includes Network Interface Device Telecom Service Priority (TSP)			1	\$213.15	\$0.00	\$213.15	\$0.00	USA
	Subtotal						\$218.15	\$0.00	
645 PIERCE ST CLEARWATER FLORIDA 33756 5400 UNITED STATES	E-LAN - EVC Endpoint EP-LAN 10 Mbps - Class = Multi-COS	New	36	1	\$150.00	\$0.00	\$150.00	\$0.00	USA
	Subtotal						\$150.00	\$0.00	
645 PIERCE ST CLEARWATER FLORIDA 33756 5400 UNITED STATES	UNI - 10 Mbps - Standard Delivery - To the MPoE (Customer Provided) - Service Level = 24x7x4 - Port Size = 100 Mbps - UNI Type = Transparent Local Loop - Includes Network Interface Device Telecom Service Priority (TSP)	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00	USA
	Subtotal						\$425.32	\$0.00	
1301 1ST AVE N SAINT PETERSBURG	E-LAN - EVC Endpoint EP-LAN 30	New	36	1	\$300.00	\$0.00	\$300.00	\$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
FLORIDA 33705 1531 UNITED STATES	Mbps - Class = Multi-COS								
	Subtotal						\$300.00	\$0.00	
1301 1ST AVE N SAINT PETERSBURG FLORIDA 33705 1531 UNITED STATES	UNI - 30 Mbps - Standard Delivery - To the MPoE (Customer Provided) - Service Level = 24x7x4 - Port Size = 100 Mbps - UNI Type = Transparent Local Loop - Includes Network Interface Device Telecom Service Priority (TSP)	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00	USA
				1	\$462.00	\$0.00	\$462.00	\$0.00	USA
				1	\$5.00	\$0.00	\$5.00	\$0.00	USA
	Subtotal						\$467.00	\$0.00	
1301 1ST AVE N SAINT PETERSBURG FLORIDA 33705 1531 UNITED STATES	E-LAN - EVC Endpoint EP-LAN 100 Mbps - Class = Multi-COS	New	36	1	\$400.00	\$0.00	\$400.00	\$0.00	USA
	Subtotal						\$400.00	\$0.00	
1301 1ST AVE N SAINT PETERSBURG FLORIDA 33705 1531 UNITED STATES	UNI - 100 Mbps - Standard Delivery - To the MPoE (Customer Provided) - Service Level = 24x7x4 - UNI Type = Transparent Telecom Service Priority (TSP)	New	36	1	\$350.00	\$0.00	\$350.00	\$0.00	USA
				1	\$5.00	\$0.00	\$5.00	\$0.00	USA
	Subtotal						\$355.00	\$0.00	

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	Totals						\$4,455.87	\$0.00	

*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 Order is subject to the applicable state or municipal public records laws governing Customer 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 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(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, 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. Customer will accept and pay all charges indicated on invoices for the Services.

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 or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

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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 <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. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.
11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.
12. 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 the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. 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.
13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

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Activation Support

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

Multiple Site Services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, E-LAN and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Signature Block

Customer: Pinellas County Government - BTS
Total MRC: \$4,455.87 Total NRC: 0
Signature:
Name:
Title:
Date:

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

Document Generation Date: 01-31-2025







R764699 -Lumen First Amendment - Clean - 3-5-25 v2

Final Audit Report

2025-03-06

Created:	2025-03-06
By:	Jason Shimko (jason.shimko@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaCT4tKOMviEHhm2qhMmofAfLyI2JNbNA

"R764699 -Lumen First Amendment - Clean - 3-5-25 v2" History

-  Document created by Jason Shimko (jason.shimko@lumen.com)
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