

Customer Name: State of South Dakota - E911

Order #: Q-01390690

Order Generation Date: 8/12/2024 7:30:57 PM Cutoff/Expiration Date: 9/26/2024

Currency: USD

Customer Information	Account Information	Prepared By
Name: State of South Dakota - E911 Primary Contact: Jason Husby Primary Contact Phone: (605) 773-3264 Primary Contact Email: jason.husby@state.sd.us Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 4231151 Billing Account: Billing Address: 118 W CAPITOL AVE PIERRE, SD 57501 Contract ID#: 3200025 (Internal Use Only)	Name: Tina Pursel Phone: (908) 200-2750 Email: tina.pursel@lumen.com Sales Rep: SHAWN CAROLAN_TCQM

## <u>Order</u>

**Pricing Table** 

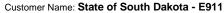
Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
1	50 TATANKA DR DEADWOOD SD 57732	IQ Networking Port - Private	10 Mbps Flat Cisco Comprehensive Fast E 10M	60 Months	\$0.00	\$0.00	
1		Pro MET 24x7 Professional	Flat 10 Mbps Comprehensive 24x7	60 Months	\$0.00	\$0.00	
1		Diversity Enhancement	10M None IP POP Diversity Primary	60 Months	\$0.00	\$0.00	
1	50 TATANKA DR DEADWOOD SD 57732	ELA Native Single- CoS High	Lumen (LPA) Fast E 10M	60 Months	\$0.00	\$28,275.00	
1	50 TATANKA DR DEADWOOD SD 57732	IQ Networking Port - Private	10 Mbps Flat Cisco Comprehensive Fast E 10M	60 Months	\$0.00	\$0.00	
1		Pro MET 24x7 Professional	Flat 10 Mbps Comprehensive 24x7	60 Months	\$0.00	\$0.00	
1		Diversity Enhancement	10M None IP POP Diversity Diverse	60 Months	\$0.00	\$0.00	
1		Diversity Backhaul	10M	60 Months	\$0.00	\$0.00	
1	50 TATANKA DR DEADWOOD SD 57732	ELA Native Single- CoS High	Lumen (LPA) Fast E 10M	60 Months	\$0.00	\$2,000.00	
	1 1 1 1 1	1	1 50 TATANKA DR DEADWOOD SD 57732 IQ Networking Port - Private  1 Pro MET 24x7 Professional  1 Diversity Enhancement  1 50 TATANKA DR DEADWOOD SD 57732 IQ Networking Port - CoS High  1 Diversity Enhancement  1 Pro MET 24x7 Professional  1 Diversity Enhancement  1 Diversity Backhaul	1	1 Diversity Primary  1 SO TATANKA DR DEADWOOD SD 57732  1 Diversity Private  1 Diversity Diverse  1 Diversity Backhaul  1 Diversity Diverse  1 Diversity Backhaul  1 Diversity Private  1 Diversity Backhaul  1 Diversity Private  1 Diversity Backhaul  2 Diversity Backhaul  3 Diversity Backhaul  4 Diversity Backhaul  5 Diversity Backhaul  1 Diversity Backhaul  2 Diversity Backhaul  3 Diversity Backhaul  4 Diversity Backhaul  5 Diversity Backhaul  6 Diversity Backhaul  6 Diversity Backhaul	1	1

Service Sub Total: \$0.00 \$30,275.00

Lumen provides CenturyLink IQ Managed Data Bundle services under: (a) the Managed Data Bundle Offer Attachment ("Attachment")

Opportunity ID#: 59458021 OMR#: R681788

<sup>&</sup>quot;Terms and Conditions for CenturyLink IQ Managed Data Bundle Offer"



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and (b) the CenturyLink IQ Networking, Local Access, Rental CPE, and Network Management Service Exhibits.

CenturyLink IQ Managed Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE and (d) Network Management Service. The bundle type appears in the first "IQ Managed Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Managed Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The details for Network Management Service (Select or Comprehensive) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Managed Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

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 Schedule applies. A copy of the Building Extension Service Schedule is available upon request.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 0.00	\$ 30,275.00

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## **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.
- 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, 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 <a href="https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html">https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html</a> 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)/Service Exhibit(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 Exhibit/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 and 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 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 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 <a href="https://www.lumen.com/taxes">www.lumen.com/taxes</a> or if indicated in the applicable Service Exhibit(s)/Service Schedule(s), then the RSS or ISG.
- 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 <a href="http://www.lumen.com/ancillary-fees">http://www.lumen.com/ancillary-fees</a>. 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.



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- 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.

Customer: State of South Dakota - E911
Authorized Signature
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Name Typed or Printed
Title
Date