

## Customer Information and Contract Specifications

**Customer Name:** State Board of Administration  
**Account Number:** 1-20K9E0

**Currency:** USD  
**Monthly Recurring Charges (MRC):** \$925.25  
**Non Recurring Charges (NRC):** \$500.00

### Services Overlapping

The Service herein ("New/Modify Services") are being ordered to replace the ("Existing Services") shown in the Existing Services Circuit IDs table below. After the Service Date for the New/Modify Services, Level 3 will commence to charge for such New/Modify Services and Customer expressly understands and agrees that Level 3 or its affiliates will continue to provide the Existing Services at their current rates and Customer shall be responsible for payment of charges on the New/Modify Service and the Existing Services until Customer provides a disconnect notice for the Existing Services in accordance with the underlying agreement between the parties. Charges for the Existing Services will cease upon such disconnection. The Service Term for the New/Modify Services will be as set forth in this Service Order.

Existing Circuit ID
BDKP3273

## Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1801 HERMITAGE BLVD TALLAHASSEE FLORIDA 32308 7772 UNITED STATES	<b>Dedicated Internet Access</b>	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	<b>Access - On Net</b>	New	36	1			\$325.25	\$500.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=400 Mbps							
	<b>IP Port</b>			1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>IP Logical</b>			1	\$600.00	\$0.00	\$600.00	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 400 Mbps							
	<b>Subtotal</b>						<b>\$925.25</b>	<b>\$500.00</b>

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	Totals						\$925.25	\$500.00

\*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.

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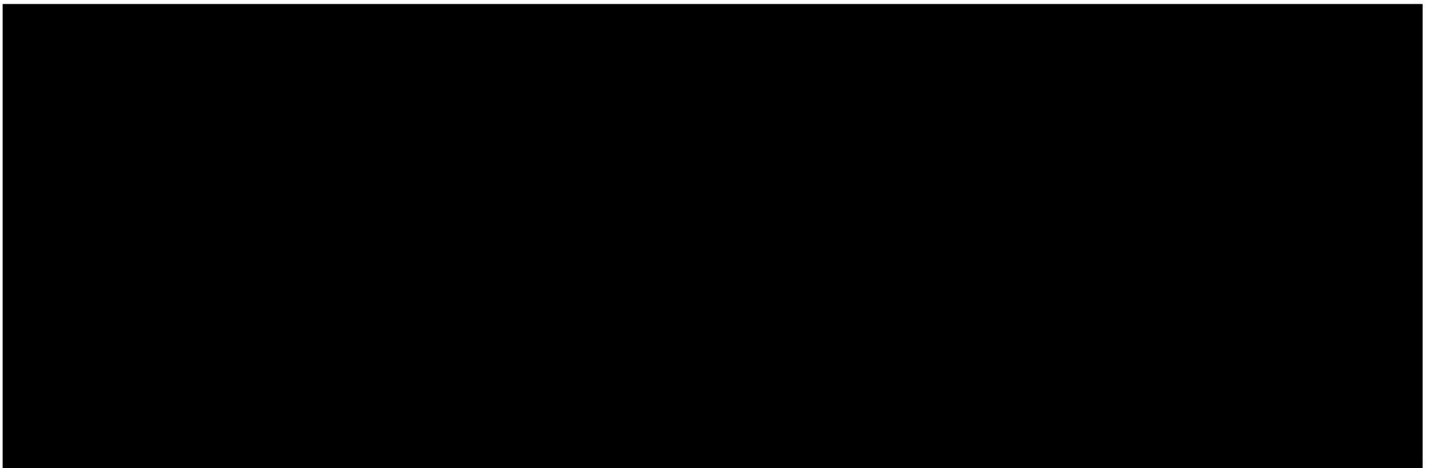
**Additional Order Terms**

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.

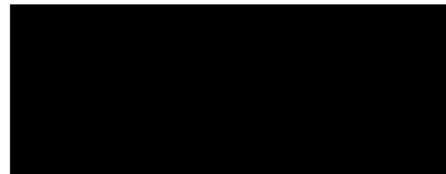
Activation Support

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").



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

Document Generation Date: 07-24-2024



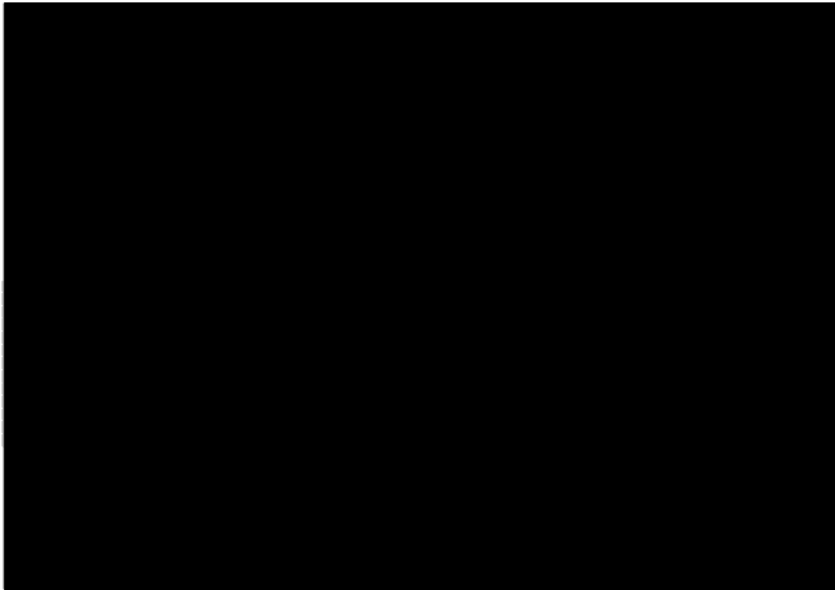
### AFFIDAVIT

I, [REDACTED], hereby declare, under penalty of perjury, as follows:

1. I am the MANAGER- OFFER MGMT at Lumen ("Company").
2. I submit this Affidavit pursuant to Section 787.06(13), Florida Statutes, in connection with a contract between the Company and the Florida State Board of Administration.
3. Section 787.06(13), Florida Statutes, requires a nongovernmental entity executing, renewing, or extending a contract with a governmental entity to provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity attesting under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined by Section 787.06, Florida Statutes.
4. As used herein, "coercion" means:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
5. As used herein, "labor" means work of economic or financial value.
6. As used herein, "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
7. The Company does not use coercion for labor or services as those terms are defined herein and by Section 787.06, Florida Statutes.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge and belief.

EXECUTED this 23 day of <sup>DEC , 2024</sup> [month], [year] in <sup>MENOMONIE FALLS, WI</sup> [CITY, STATE].



**ACKNOWLEDGEMENT**  
**by LUMEN of the Legal Requirements the**  
**State Board of Administration of Florida must follow**

Notwithstanding anything to the contrary in **LUMEN'S** Service Order, the following provisions apply to the State Board of Administration of Florida (**SBA**) as an entity of the State of Florida, are incorporated by reference into the Service Order, and are agreed to by **LUMEN**.

1. The **SBA**, as an entity of the State of Florida, is prohibited from entering into indemnification agreements unless expressly authorized by law. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) Notwithstanding the preceding, the **SBA** agrees to any sections on Indemnification and Limitation of Liability mutually agreed to by the parties in connection with the agreement governing Lumen's Service Order, to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **LUMEN** acknowledges and agrees that the **SBA** is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of any agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes, will prevail.

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

**STATE BOARD OF ADMINISTRATION OF FLORIDA**  
**POST OFFICE BOX 13300**  
**TALLAHASSEE, FLORIDA 32317-3300**  
**(850) 488-4406**  
**SBAContracts\_DL@sbafla.com**

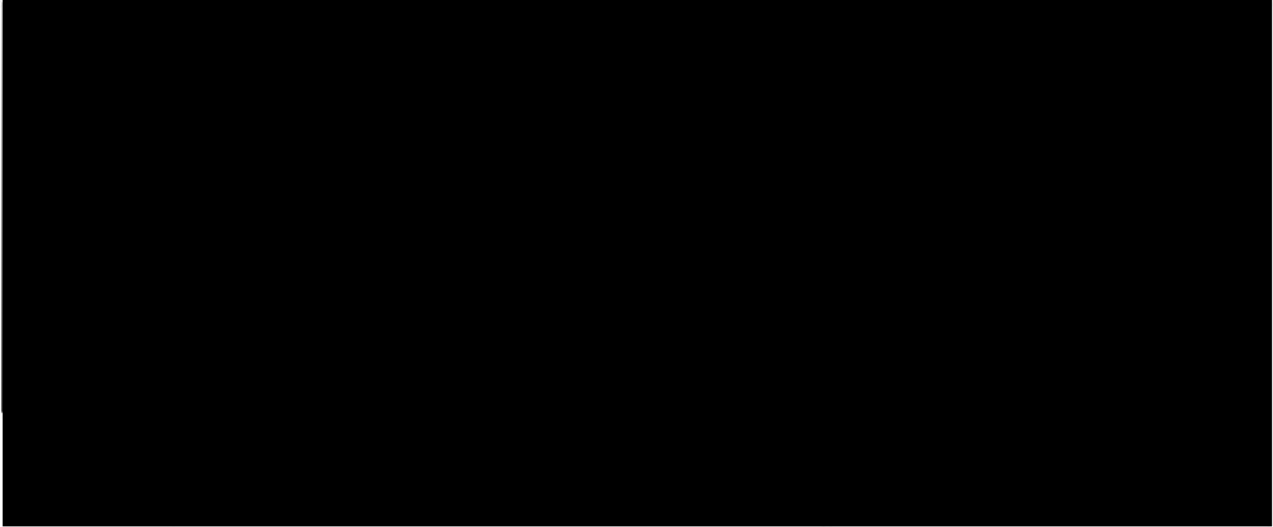
(The font size, bolding and text set forth above are required by s. 119.0701(2)(a), F.S.)

4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **LUMEN** hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the **SBA's** website. At the time of execution **LUMEN** may submit a redacted version of the agreement for these purposes.

5. In accordance with Section 448.095(5), Florida Statutes, **LUMEN** shall register with and use the E-Verify system to verify the work authorization status of all new employees performing work within the United States of the contractor. **LUMEN** acknowledges that the **SBA** is subject to and **LUMEN** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. RESERVED.

7. This Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.











# Human Traffic Acknowledgement

Final Audit Report

2024-11-18

Created:	2024-11-14
By:	George Dalton (george.a.dalton@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZKJm0dN4aJqm-i7X8E8mKrCV2Tisc36w

## "Human Traffic Acknowledgement" History

-  Document created by George Dalton (george.a.dalton@lumen.com)  
2024-11-14 - 2:34:47 PM GMT- IP address: 155.70.23.45
-  Document emailed to pomdirectorsignature@lumen.com for signature  
2024-11-14 - 2:36:00 PM GMT
-  Email viewed by pomdirectorsignature@lumen.com  
2024-11-14 - 2:36:36 PM GMT- IP address: 155.70.52.168
-  Signer pomdirectorsignature@lumen.com entered name at signing as Steve Arneson  
2024-11-18 - 7:48:51 PM GMT- IP address: 155.70.104.126
-  Document e-signed by Steve Arneson (pomdirectorsignature@lumen.com)  
Signature Date: 2024-11-18 - 7:48:53 PM GMT - Time Source: server- IP address: 155.70.104.126
-  Agreement completed.  
2024-11-18 - 7:48:53 PM GMT