Quote Number:	58057601
Customer:	City of Ann Arbor
Lumen Products:	CPE
Lumen Installation:	Yes
Lumen Maintenance:	Manufacturer Maintenance (Warranty)
Created On:	10/13/2021
Expiration Date:	11/12/2021
Account Manager:	Tim Briggs
Sales Engineer:	Matt Kelly
Pramata #:	2195185
Customer Notes:	City of Ann Arbor Water Treatment Plant Point to Point Wireles

lotes:	City of Ann Arbor Water Treatment Plant Point to Point Wireless Nokia Solution	
	2195185	
eer:	Matt Kelly	
inager:	Tim Briggs	
Date:	11/12/2021	
:	10/13/2021	
ntenance:	Manufacturer Maintenance (Warranty)	

Catalog Number	Description	U1	nit Price	Qty		Total Price
LOCATION: Main Site						
Materials						
3DB17010HFAB	Wavence 20A MP1 SW Electronic Delivery Kit	\$	350.00	10	\$	3,500.00
3DB19275ALAA	Wavence 20A Customer Documentation Electronic Library	\$	31.00	1	\$	31.00
3DB29170AA	UBT-m 80 GHz Low	\$	3,675.00	5	\$	18,375.00
3DB29180AA	UBT-m 80 GHz High	\$	3,675.00	5	\$	18,375.00
3MU00180VCAA	RTU UBT-M SA RTU	\$	79.00	10	\$	790.00
3MU00177ASAA	RTU 1Gbps UBT-m Capacity	\$	123.00	6	\$	738.00
3MU00177AUAA	RTU 2Gbps UBT-m Capacity	\$	473.00	4	\$	1,892.00
3MU00177BFAA	RTU UBT-m Adp Mod Ad Bd Rate	\$	525.00	10	\$	5,250.00
3DB19194AA	PD-9501GO/FP/AC-NA	\$	297.00	10	\$	2,970.00
3CC50251AA	Ground kit, 2M – (qty 3 per run, based on length)	\$	21.00	10	\$	210.00
1AB328430001	Lightning arrestor RJ-45 router ouput (MPRe)	\$	253.00	10	\$	2,530.00
1AB235300004	OCTIS connector housing for RJ45	\$	25.00	10	\$	250.00
1AC016760006	Cat5e cable - GLP is per foot	\$	1.00	230	\$	230.00
1AB074610027	RJ-45 connector for indoor and outdoor ends of cat5e	\$	2.00	60	\$	120.00
3CC57225AA	Ant UBT Int 1ft 80 GHz SP FCC (SB1-W800EUBT-FCC), NO struts	\$	562.00	10	\$	5,620.00
3DB29170AA	UBT-m 80 GHz Low	\$	-	1	\$	-
3DB29180AA	UBT-m 80 GHz High	\$	-	1	\$	-
3DB19194AA	PD-9501GO/FP/AC-NA	\$	-	1	\$	-
1AB328430001	Lightning arrestor RJ-45 router ouput (MPRe)	\$	-	1	\$	-
3CC57225AA	Ant UBT Int 1ft 80 GHz SP FCC (SB1-W800EUBT-FCC), NO struts	\$	-	1	\$	-
Implementation						
SVC-KWIE-ENGR	80 GHz Nationwide Licensing (US applications only) (One Time Charge)	\$	429.00	1	\$	429.00
SVC-KWIE-ENGR	80 GHz Link Registration (US applications only)(Per Path) Each link registration after initial	\$	286.00	5	\$	1,430.00
SVC-QHIE-INST	Includes Site Survey, Installation of Antennas, Radios, Outdoor Power Supplies, Test and Turn-up of Radios, mob/demob, Project Management	\$ 7	1,600.00	1	\$	71,600.00
Shipping and Handling						
Shipping & Handling	Shipping & Handling	\$	693.71	1	\$	693.71
			Materials	Total		\$60,881.00
				\$73,459.00		
			\$693.71			
			J			
	Grand Total P	rice	to Custo	mer	\$1	35,033.71

## **Terms and Conditions Governing This Order**

L. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "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. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

LUMEN

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2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable 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 or Master Service Agreement, Public Safety Version, 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 Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version,, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy 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 Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. 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 Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "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.

3. 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.

4. 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.

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.

6. 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. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

<u>Z</u>. Charges/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum 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 Order Addendum 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 Advergement.

8. MLTS Equipment. BY SIGNING THIS ORDER FOR MLTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT THT: '/www.centurvlink.com/legal/HVIOSIP/911advisory.pdf

Customer Representative:	
Customer Signature:	
Job Title:	

Date:

## LUMEN

Customer Notes / Project Description						
Nokia will provide following spare units "free of charge" provided Lumen issues PO for project by November 19, 2021						
	se units represent a					
Qty	Part Number	Part Description				
1	3DB29170AA	UBT-m 80 GHz Low				
1	3DB29180AA	UBT-m 80 GHz High				
1	3DB19194AA	PD-9501GO/FP/AC-NA				
1	1AB328430001	Lightning arrestor RJ-45 router ouput (MPRe)				
1	3CC57225AA	Ant UBT Int 1ft 80 GHz SP FCC (SB1-W800EUBT-FCC), NO struts				
Note	e:					
- Ve	ndor type numbers	and qty's are typical for bid reference only; subject to change pending customer supplied				
freq	uencies/coordinatio	າດ.				
Scop	be of Work and Assu	Imptions				
- Cu	stomer required inf	ormation after award for Installation & Test projects must be provided to Nokia as follows:				
- Cu	stomer is responsib	le to provide 9500 MPR Radio IP, Circuit, and synchronization plan.				
(Th	is info allows radio	provisioning planning to be completed before deployment of field team).				
- Ass	sumes end custome	r system configuration, routing, IP, VLAN, TDM channelization and Synchronization engineering has been				
		oyment and does not include detailed radio configuration engineering. Otherwise default values will be				
prov	visioned for turn up	and test.				
	se see the following Arbor PO 2021-000	g pricing summary for the Nokia wireless solution along with the credit from the current solution from City of 00646.				
Nok	ia Solution	\$ 135,033.71				
Solu	tion Credit	\$ (99,000.57)				
City	of Ann Arbor Owed	Balance \$ 36,033.14				
		y of Ann Arbor will be invoiced for the \$135,033.71 for the Nokia invoice. The current hardware will be				
		eived. Lumen will then move the City of Ann Arbor payment for the current solution to credit the new City of				
Ann	Arbor Nokia invoice	25.				