

City of Columbia Heights

Voice Modernization – Total Cost of Ownership

This one-page summary provides a clear, plain-language view of the costs associated with modernizing the City’s legacy PRI into a unified cloud voice solution using **Zoom Phone for Government** with **Lumen Voice Complete** providing PSTN connectivity. Voice Complete costs shown below are extrapolated to reflect an annual cost; billing will occur monthly. All pricing shown is pre-tax.

What it is	What it does	Annual Cost	One-Time Cost
Zoom Phone for Government	Cloud phone system for staff and common areas	\$23,730.00	-
Lumen Voice Complete (PSTN)	Connection to the public phone network, phone numbers, and emergency calling (911)	\$3,975.96	-
Implementation (White Glove) Services	One-time deployment and enablement services	-	\$4,345.00

3-Year Cost Summary

Total recurring cost per year	\$27,705.96
Total recurring cost over 3 years	\$83,117.88
One-time implementation cost	\$4,345.00
Total 3-Year Investment	\$87,462.88

This document is intended to support financial planning as the City transitions from legacy PRI services to a modern unified voice solution.

City of Columbia Heights

Total Cost Of Ownership

Deal # 11668611

Quote # 12910505

Voice Complete Locations							
					TN Serviceability		
Location Name	Address	Country	TDM Access Requested	Rate Center	Geographic TN	National TN	Toll Free/Freephone
MINNEAPOLIS_MN	590 40TH AVE NE MINNEAPOLIS, MN 55421	UNITED STATES	No		Not Available	Not Available	Available
Voice Complete TDM Access							
Site Address		Country	MRC			NRC	

CCP (Concurrent Call Path)

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
CCP Plan 1	MONTHLY	7.99	0.00	23	183.77	0.00
Total CCP (Concurrent Call Path)					183.77	0.00

← CCP \$183.77

Prepaid Minute Plan

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
Prepaid Minute Plan 2 - 10,000 Prepaid Minutes	MONTHLY	89.99	0.00	1	89.99	0.00
Total Prepaid Minute Plan					89.99	0.00

← Pre-Paid LD \$89.99

MINNEAPOLIS_MN

Line Item	Rate Type	Mrc	Nrc	Quantity	Extended Mrc	Extended Nrc
United States Telephone Number	MONTHLY	0.19	0.00	303	57.57	0.00
Total MINNEAPOLIS MN					57.57	0.00

← User's/TNs \$57.57

* This Quote Summary is confidential and may not be disclosed to third parties. It is non-binding unless and until the terms and conditions stated herein are incorporated into a signed order which is thereafter accepted by Lumen. This Quote Summary is intended to provide directional pricing only; actual pricing may vary.

Pre-Tax Total \$331.33

Customer Information and Contract Specifications

Customer Name: CITY OF COLUMBIA HEIGHTS - MN

Account Number: 3-893232

Currency: USD

Monthly Recurring Charges (MRC): 0

Non Recurring Charges (NRC): \$4,345.00

Annual Recurring Charges(YRC): \$23,730.00

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit YRC	Unit NRC	Total NRC	Total YRC	Country
3989 CENTRAL AVE NE MINNEAPOLIS MINNESOTA 55421 3900 UNITED STATES	LUMEN SOLUTIONS FOR ZOOM	New	36						
	Zoom Workplace Business for US Government			8	\$243.75			\$1,950.00	USA
	Zoom Phone Pro PBX			220	\$99.00			\$21,780.00	USA
	Lumen Enablement Services								
	UC&C Professional Services Phone Deployment Package : Lumen Solutions for Zoom			1		\$4,345.00	\$4,345.00		USA
	Subtotal						\$4,345.00	\$23,730.00	
	Totals						\$4,345.00	\$23,730.00	

Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this order ("Order") as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Lumen Solutions for Zoom Services (also referred to as "Services") under this Order. The Services may also be referred to as Zoom Delivered by Lumen in the Order acceptance, service delivery, billing, and related documents. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 6. Customer places this Order and agrees to these terms and conditions by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. The person signing below represents and warrants that they are authorized to place this Order and bind the Customer to these terms. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. Any service not included in this order is subject to the service specific terms and agreement for such service. Terms not otherwise defined in this Order may be defined in the Lumen Solutions for Zoom Service Guide ("Service Guide").

2. Customer understands that Lumen is an authorized reseller of the Services provided by Zoom Video Communication, Inc., and its affiliates ("Zoom"), which are ordered by Customer herein. Notwithstanding anything to the contrary in any service agreement between Lumen and Customer, the terms and conditions set forth in this Order comprise the entire agreement and understanding

between Lumen and Customer regarding the provision of Services hereunder and supersedes all prior written and oral agreements, communications and other understandings relating to the subject matter of hereof. The Lumen entity providing Services is identified on the invoice. Any amendment to these terms will be binding upon Lumen only if executed by Lumen.

3. Lumen Solutions for Zoom Services. Lumen Solutions for Zoom Services include select Zoom services offered by Lumen, Lumens Solutions for Zoom Support and Implementation Support for qualifying Customers,

3.1 Available Services include:

- Zoom Meetings Services which may be supplemented with Concurrent Meetings feature, Zoom for Education, Zoom for Education Site License
- Zoom Phone Services and supported Zoom Phone supplemental services including Zoom Phone Power Pack, Zoom Phone Common Area,
- Zoom Webinars
- Zoom Events
- Zoom Rooms
- Zoom Conference Connector
- Zoom One
- Lumen Solutions for Zoom Support Services
- Implementation Services

3.2 Service Guide. Additional terms, Services, and service descriptions may be found within the Service Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> .

4. Emergency Response Services.

4.1. Access to Emergency Response Services.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR PLEASE READ CAREFULLY.

LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

4.1.1. Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations. Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) (the "Registered Location") to Customer's Emergency Calling Provider conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. "Emergency Calling Provider" is the entity (either Zoom or the PSTN Service Provider) that provides Emergency Calling capability associated with the Zoom Phone Services. "Zoom Phone Services" means Zoom Phone with ZCP, Zoom Phone Pro PBX BYOC, or any other Zoom Phone Service offered by Zoom and resold by Lumen, each of which are part of what is called Lumen Solutions for Zoom. Zoom is the Emergency Calling Provider in the United States and Canada. The Customer's PSTN Service Provider(s) will be the Emergency Calling Provider(s) for Zoom Phone Services outside of the United States and Canada. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer and not Lumen is solely responsible for configuring and maintaining Customer's Emergency Calling within the Zoom admin portal. Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service and ensuring that Emergency Calling complies with all applicable laws for the duration of the Service Term. Lumen specifically disclaims any such obligations.

When using the Service for Emergency Calling purposes, Customer's End Users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the End User back if the call is not

completed, dropped or disconnected, or if End Users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will provide labels in the Advisory that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.Lumen.com/legal/HVICSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.* Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing this Order for Service. Customer will notify all End Users of the limitations to access emergency response services as described herein and in the Advisory. Customer should provide its End Users with a copy of the Advisory and the associated URL.

4.1.2. Zoom Phone Services Emergency Calling Limitations and Requirements. As used in this "Zoom Phone Services Emergency Calling Limitations and Requirements" section, "Applicable Laws" means all national, regional, state, provincial, or local laws, statutes, rules, regulations, ordinances, administrative rulings, judgments, decrees, orders, directives, policies, or treaties applicable to Customer's use of the Zoom Phone Services.

(a) Notification of Users. Customer shall notify any user who may place calls using the Zoom Phone Services of the emergency call or 911 call limitations described in these terms. Customer shall place a label on and/or near each telephone or other Customer equipment on which the Zoom Phone Services may be utilized regarding the limitations or unavailability of emergency or 911 dialing.

(b) Customer acknowledges and agrees to the following:

- i. Enhanced 911 Service Limits. Enhanced 911 service ("E-911") currently enables users to access an appropriate public safety answering point ("PSAP") by dialing 911 with Automatic Number Identification (referred to as "ANI") and Automatic Location Identification ("ALI") displayed at the PSAP. The ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Zoom provides E-911 only in locations where such 911 calling is available and only under the circumstances described below. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer's access circuit or local gateway fails. Customer is responsible for complying with all Applicable Laws related to 911 calls and emergency calling services.
- ii. No Access to the Local Emergency Center. In some circumstances, a user's location may have to be determined manually for the provision of 911 service. In such case, an agent at the emergency call center will ask the user for his/her name, telephone number and location and will then contact the local emergency center for such location in order to send help. Examples of situations where 911 calls will be sent to the national emergency call center include when there is a problem validating a Customer's address, the Customer is identified with an international location, or the Customer is located in an area that is not covered by the 911 network. Until Customer gives the agent Customer's telephone number and location, he/she may not be able to call Customer back or dispatch help to Customer's location if the call is dropped or disconnected.
- iii. Desktop or Softphone Application Emergency or 911 Calls. If Customer is using the desktop or softphone application in a nomadic manner (e.g., from a hotel, from a home office, etc.), then Customer must update the emergency or 911 location on an ongoing basis to ensure that emergency or 911 calls will be sent to the appropriate local emergency center that serves the then-current Customer location.
- iv. Failure to Designate and Identify the Correct Physical Address. Customer's failure to provide and keep current Customer's correct physical location(s) may result in any 911 call or other emergency communication made by Customer or from Customer's actual location (if different from the location previously supplied to Zoom by Customer) being routed to the incorrect local emergency service provider.
- v. Emergency Calling (911 and E911) Service Limitations. Emergency Calling (911 and E911) Service may be limited or unavailable in the following circumstances, without limitation:
 1. Power outage or disruption to the equipment or devices providing the Zoom Phone Service;
 2. Broadband outage, interruption or malfunction that affects the Zoom Phone Services;
 3. Relocation of Customer's softphone or applicable device to a location other than to the location that Customer registered with Zoom, and failure to update such location;
 4. Delay in making the Customer Registered Location available to the database accessed by the emergency service or 911 operator;
 5. Use of a telephone number other than the one that is registered for Customer's device, using a non-native telephone number, or blocking caller ID;
 6. Network congestion, disruptions, or other problems with Customer's network;

7. VoIP service interruption or termination for any reason, including the suspension or termination of Customer's account for non-payment or improper use of the Zoom Phone Service;
8. Change in Customer phone number or addition of one or more new phone numbers to Customer's account without update to the location registered by Customer;
9. Internet virus that affects Customer's device or internet connectivity and speed.

4.2. **Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND LUMEN AND ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ANY CLAIM, DEMAND, ACTION, OR LIABILITY ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE EMERGENCY CALLING PROVIDER OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, OR FAILURE TO UPDATE THE REGISTERED LOCATION); AND (ii) THE ACTS AND OMISSIONS OF CUSTOMER, CUSTOMER'S END USERS OR CUSTOMER'S THIRD PARTY PROVIDERS, THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE OR DEVICE WITH APPLICABLE LAW (INCLUDING WITHOUT LIMITATION THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS). CUSTOMER WILL ALSO PAY ANY COSTS OF SETTLEMENT, DAMAGES, FINES, PENALTIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ASSESSED AGAINST OR INCURRED BY LUMEN OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IN CONNECTION WITH A CLAIM, DEMAND, ACTION, OR LIABILITY GOVERNED BY THIS PROVISION.

5. "Service Term" means the Initial Subscription Term and any Renewal Term. Any Services added during the Service Term will be coterminous with the original Services. "Initial Subscription Term" means the initial term the Service will be provided as set forth in this Order. Subject to earlier termination, Service under this Order will be provided for the Initial Subscription Term specified in this Order. The Initial Subscription Term will begin, and billing will commence on the Service Effective Date. "Service Effective Date" is the date the Service is made available and may be accessed for Customer use. Once the Service is provisioned to the Customer's Zoom account, the Customer will have access to the respective Zoom licenses inside the Zoom administrative portal and billing will commence regardless of whether the Customer has completed the initial setup inside their Zoom portal. Upon expiration of the Initial Subscription Term, the Service will continue for successive twelve-month terms (each a "Renewal Term") until terminated by either party on written notice to the other at least 45 days before the expiration of the current term. All cancellation and termination notices must send an email to zoomrenewals@lumen.com. Lumen may modify the charges for Service applied in any Renewal Term and will provide notice of any change to the charges at least 60 days prior to the start of the applicable Renewal Term.

6. Lumen will notify Customer of acceptance of requested Service in the Order by the earlier of delivery (in writing or electronically) of a notice of acceptance to the Customer or provisioning of the Service.

7. Customer agrees to pay all charges and applicable taxes to Lumen within 30 days of invoice date. The agreed rates and charges are set forth in this Order exclusive of taxes. Phone Services provided with a metered billing plan are usage based services and Customer will be charged for the number of minutes, or messages (SMS/MMS) of the Service used or consumed multiplied by the applicable per minute calling rate(s), or per message rate(s) found at <https://zoom.us/billing/pbx/rates> or such other site(s) that Lumen may designate ("Metered Rates"). Metered Rates may be updated at any time during the Service Term effective upon posting. Fixed charges, including monthly recurring charges ("MRC"), yearly recurring charges ("YRC"), and non-recurring charges ("NRC"), are billed in advance and usage-based charges, including Metered Rates and overage charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Lumen may charge administrative fees where Customer's payment and invoice preferences deviate from Lumen's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 45 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. In the event of non-payment, Lumen will provide Customer with 5 business days' notice to cure. If Customer fails to pay or cure in such respective timeframes, Lumen may terminate the Services and pursue all rights and remedies.

7.1. Where tiered pricing applies, if Customer increases the existing number of subscriptions for a given license type, qualifying for a lower monthly subscription rate per license, Customer will pay the greater of (i) the new monthly subscription rate per license multiplied by the total number of licenses; or (ii) the total monthly spend for such license type before the increase in licenses and

application of a lower monthly subscription rate per license. For avoidance of doubt Customer's overall monthly spend for a license type will never decrease during the Service Term even if the monthly subscription rate per license decreases.

8. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated at the link at the end of this section (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Order to Lumen, then Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. 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.

9. Customer will provide Lumen with credit information as requested. Lumen may require Customer to make a deposit as a condition of Lumen's acceptance this Order or continuation of: (a) usage-based Services; or (b) non-usage based Service where Customer fails to timely pay Lumen or Lumen reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon Lumen's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

10. Cancellation and Termination.

10.1. Customer may cancel this Order (or any portion thereof) prior to the Service Effective Date upon written notice to Lumen identifying this Order and the affected Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of all charges incurred by Lumen as a result of the cancellation including but not limited to any applicable third party cancellation or termination charges for the cancelled Service.

10.2. Customer may terminate a specified Service on or after the Service Effective Date upon written notice to Lumen. If Customer does so, or the Service is terminated as a result of Customer's default, Customer will not be entitled to any refund of pre-paid amounts and Customer will be responsible for a termination charge equal to the sum of (a) all unpaid amounts for Service actually provided; (b) 100% of any recurring charges for the remainder of the Service Term; and (c) if not recovered by the foregoing, any applicable third-party charges and Lumen's out-of-pocket costs. This is a liquidated damage and not a penalty. Failure by Customer to comply with any term of the Zoom ToS (as defined below) that results in Zoom's termination of that agreement, or suspension or termination of any Service subject to this Order will be considered Customer default. If the Zoom ToS is terminated this Order and the Service are automatically terminated. If Service is terminated Customer will immediately cease any further use of the Services.

10.3 Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) Customer fails to comply with any term of the Zoom ToS that results in termination of the Zoom ToS or suspension or termination of any Service subject to this Order; or (c) either party fails to observe or perform any other material term of this Order and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Order, in whole or in part, and/or (ii) subject to Section 17 (Damages Limitations) pursue any remedies it may have at law or in equity.

11. Information Security and Data Protection. The parties acknowledge and agree that in providing the Service to Customer, Lumen will have no control over any data or information, including personally identifiable, health/healthcare, financial, or other sensitive information (collectively, "PII"), that may be collected, created, maintained, stored, transmitted, or otherwise processed by Zoom or the Service from or on behalf of Customer or End Users. Zoom, and not Lumen, performs the operation, management, and security of the Service. Zoom will grant Lumen access to Customer accounts in the portal to enable Lumen to provide its support services and access to PII in the portal will be limited to account users' business contact information as maintained by Zoom and/or Customer in the portal. With regard to the Service, Lumen is not and will not be deemed to be, a processor, business associate, service provider or any similar entity as contemplated under any applicable privacy or data protection law or standard, and any other privacy, security, or data protection terms between the parties (such as a Business Associate agreement or Data Protection agreement), shall not apply to the Service. To the extent Customer intends to use the Service to disclose, create, maintain, store, transmit, or otherwise process PII,

Customer has the sole responsibility for requesting from Zoom any privacy or data protection agreements or terms that may be required by such use.

12. Intellectual Property Ownership; Use of Name and Marks. Nothing in the Order or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Order without the other party's prior written consent.

13. Confidentiality. Neither party will: (a) disclose any of the terms of the Order; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Order) the Confidential Information received from the other party. A party may disclose Confidential Information compelled by subpoena or other legal process, provided that such provides prompt written notice to the other party and cooperates in seeking confidential treatment for the information. Each party will limit disclosure and access to confidential information to those of its vendors, employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Order's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in the Order. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Order and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

14. Customer Responsibilities.

14.1. Zoom Terms and Policies. Customer's use of Lumen Solutions for Zoom Services (not including Devices and Lumen Solutions for Zoom Support Services and Implementation Services) is subject to the Zoom Customer Reseller Terms of Service located on Zoom's website (published at: <https://zoom.us/docs/en-us/EULA-terms-of-service.html>). The Reseller Customer Terms of Service as amended by Zoom from time to time, (the "Zoom ToS") includes all content incorporated therein including but not limited to exhibits, policies, notices and terms. Zoom may, in its sole discretion and at any time, modify or change the Service and the software that enables the Service.

14.2. If Customer purchases Zoom Phone BYOC, Customer is responsible for purchasing Public Switched Telephone Network access or connectivity ("PSTN Connectivity") for use with the Zoom Phone BYOC. The charges for PSTN Connectivity are not included in the price for Zoom Phone BYOC Service. PSTN Connectivity must be provided in the form of SIP Trunks or Primary Rate Interface ("PRI"). PSTN Connectivity can be purchased from Lumen where available or from a third-party service provider (each a "PSTN Service Provider") The physical connection to the PSTN Service Provider's network must be made at the Customer's own data center. Customer must comply with any requirements that the PSTN Service Provider may have regarding use of telephone numbers.

14.3. Customer is responsible for purchasing sufficient network connectivity to support use of the Zoom Phone Service. Charges for network connectivity are not included in the price for Zoom Phone Services. Network connectivity can be purchased from Lumen or a third-party service provider. If Customer selects an access type that does not provide guaranteed end-to-end Quality of Service ("QoS") (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. Customer acknowledges that the only way to resolve quality issues related to connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

14.4. Customer is responsible for all End Users who access or use the Services through Customer's account and Customer agrees that it will ensure that all End Users comply with the terms of this Order. Customer will administer, allocate and manage individual user subscriptions to its user population using Zoom's administrative portal located at <https://www.zoom.us/>. "End User" means (i) an individual who uses the Services and who is an identified employee, contractor, or agent of Customer to whom Customer assigns the right to host Zoom Meetings (a "Host"); (ii) an individual assigned to a number which enables use of the Zoom Phone Services (a "Phone Host"); or (iii) an individual other than the Host, who accesses or uses the Services, with or without the permission and knowledge of the Host. A Phone Host is a "Host" for purposes of this definition of End User.

14.5. Where Zoom is the Emergency Calling Provider, Customer agrees that it will not turn off or otherwise disable the "Route Emergency Calls to Public Safety Answering Point (PSAP)" feature within the Zoom portal without the express written agreement of Lumen.

14.6. Lumen has no responsibility for a) content that is set forth on or distributed through the Services, or transmitted or viewed while using the Services, (b) errors or omissions in the content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to content. Customer is responsible for all content displayed or uploaded by Customer or its End Users in

using the Services and for compliance with all laws pertaining to the content, including, but not limited to, laws requiring that Customer obtain the consent of a third party to use the content and to provide appropriate notices of third party rights. Customer represents and warrants that it has the right to upload the content and that such use does not violate or infringe on any rights of any third party. Lumen reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

14.7. Customer is responsible for complying with all recording laws. Many states' laws prohibit recording the content of communications unless the individual recording the communication provides notice to participants and obtains the consent of all participants to the communication. It is the Customer's responsibility to obtain End Users' consent to recording as required by applicable laws. The Customer responsibilities regarding recordings include any call recording features that Customer may enable to record emergency calls.

14.8. Limitations of Use. Customer may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose. Customer may not offer or enable any third parties to use the Services purchased by Customer, display on any website or otherwise publish the Services or any content obtained from a Service (other than content created by Customer) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

14.9. Acceptable Use Policy. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>, for Services purchased in this Order. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers.

14.10. Customer agrees to defend Lumen from any and all third party claims and liability, and pay for any damages and/or costs (including, but not limited to, attorneys' fees and settlement costs) arising from Customer's use of the Services, Customer's violation of the terms of this Order, Customer's violation of the Zoom ToS, or any infringement or violation by Customer (including its agents or employees or others acting on Customer's behalf) or any other user of Customer's account, of any intellectual property or other right of any person or entity or applicable law.

15. Customer acknowledges that any use of the Services contrary to this Order, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Lumen or its supplier Zoom, and under such circumstances, in addition to any other remedies available, Lumen will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

16. Lumen does not make any representations, warranties or any other commitments regarding Zoom or the Services. CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND LUMEN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LUMEN MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH CUSTOMER. LUMEN DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. LUMEN CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT CUSTOMER'S OWN RISK. Lumen does not receive and does not provide any Service Level credits for Lumen Solutions for Zoom Services.

CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR ITS ACTIVITY ON THE EVENTS PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S USE OF THE EVENTS PLATFORM AND ITS HOSTING OF ANY EVENT IS SOLELY AT CUSTOMER'S OWN RISK. LUMEN DOES NOT ASSUME ANY LIABILITY OR MAKE ANY WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS, LEGAL OR IMPLIED, ARISING OUT OF, IN CONNECTION WITH, OR WITH RESPECT TO ANY EVENT USER CONTENT OR EVENTS. CUSTOMER ACKNOWLEDGES THAT LUMEN IS UNDER NO OBLIGATION TO VERIFY THE BACKGROUND OR QUALIFICATIONS OF ANY EVENT USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LUMEN BE LIABLE FOR ANY ACT, ERROR OR OMISSION BY ANY THIRD PARTY WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE EVENTS PLATFORM. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE CHOICES IT MAKES IN CONNECTION WITH ANY EVENT AND ITS USE OF THE EVENTS PLATFORM.

17. Damages Limitations. 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. Except for the payment and defense obligations of Customer and subject to the limitation of damages provisions in this Order, the total cumulative liability of each party arising from or related to the Services will not exceed the lesser of total charges paid or payable to Lumen for the affected Services under all Orders for the Services in the three (3) months immediately preceding the event giving rise to such causes of action or \$50,000.

18. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

19. CPNI. Customer's telecommunications products, services, and features that a Customer subscribes to and the usage of such services, including call detail information appearing in a bill, constitutes Customer Proprietary Network Information ("CPNI"). Customer authorizes Lumen and Zoom to share CPNI for business operations and to use CPNI to offer Customer other services that it could benefit from. Customer may withdraw its authorization at any time and Lumen will periodically notify Customer of its option to do so.

20. Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Requests for disconnection of Service (other than for default) must be submitted to Lumen according to Lumen's Disconnect Policy at <https://www.lumen.com/help/en-us/disconnects.html>. In addition to the above process for disconnects, Customer must email any cancellation request to zoomrenewals@lumen.com and it will be effective 30 days after receipt. Notices for billing inquiries/disputes must be submitted to Lumen via Customer's portal at <https://www.lumen.com/login/> or via Email at: billing@lumen.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

21. The relationship between the parties is not that of partners, agents, or joint venturers. This Order is not assignable, transferable or sublicensable by Customer except with Lumen's prior written consent. Lumen may transfer and assign any of its rights and obligations hereunder without consent. Failure by either party to exercise any of its rights under, or to enforce any provision of this Order will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of these term is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of these terms will remain in full force and effect. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's provisioning or Customer's use of the Service under the Order. Any terms and conditions of this Order that by their nature or otherwise reasonably should survive termination of this Order shall survive any termination of this Order. This Order will be governed and construed in accordance with the laws of the State of New York, without regard to its choice of law rules.

Lumen SIP Connected Audio Rates

Lumen SIP Connected Audio Rates can be found online

<https://assets.lumen.com/is/content/Lumen/sip-connected-audio-price-rates?Creativeid=2a3fc457-544b-41d3-84e0-f308bb530c09>

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.

Signature Block

Customer: CITY OF COLUMBIA HEIGHTS - MN
Signature:
Name:
Title:
Date:

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

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