



THE PLATFORM FOR AMAZING THINGS

**Quote ID:**  
MQ-125389

**Account Name:**  
SELECT MEDICAL CORPORATION

**Last Modified:**  
08/23/2022

**Expiration Date:**  
09/02/2022

**Submitted By:**  
Kristina Jumper

**Submitted Date:**  
08/23/2022 06:28AM -MST

One Time Charge	Total Monthly
\$99.00	\$161.00

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9880 W FLAMINGO RD, LAS VEGAS, NEVADA 89147 USA

One Time Charge	Total Monthly
\$99.00	\$161.00

**Fiber+ Internet**

**One Time Charge**

**Monthly**

\$0.00

\$161.00

**Term** 24 Months

**Bandwidth** 100 Mbps

Device	One Time Charge	Monthly
<b>Device</b> Lumen Provided	\$0.00	\$0.00
<b>Device Option</b> Rent		

On Site Installation	One Time Charge	Monthly
<b>On Site Installation</b> Yes	\$99.00	\$0.00

IP Addresses	One Time Charge	Monthly
<b>IP Addresses</b> Private LAN IPs (included)	\$0.00	\$0.00

Lumen Edge Protect	One Time Charge	Monthly
<b>Lumen Edge Protect</b> No	\$0.00	\$0.00

### 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. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by clicking "Submit and Login to Continue". By clicking "Submit and Login to Continue", you acknowledge you have authority on behalf of your company to place the Order for Service.

2. Where applicable, 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 terminate 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 identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) between Lumen 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 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). If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement will govern. In all cases, the current standard Service Schedule applicable to the Services will apply. Lumen's current Master Service Agreement and Service Schedules are linked below and subject to change. 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 at the existing rates, subject to adjustment by Lumen on 30 days' written notice. 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](http://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.

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. 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.

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 [www.lumen.com/taxes](http://www.lumen.com/taxes).

8. 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.lumen.com/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule available at [www.lumen.com/ancillary-fees](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 Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

10. If your network service utilizes TDM technologies, then the following apply: (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.

11. If any type of economic, trade or other governmental or transnational sanction applies to the performance of Lumen's obligations under this Agreement or to Customer's use or permitted resale of a Service, Lumen may immediately terminate the affected Service without liability, upon written notice to Customer.

12. Any information provided by Customer in the "Quote Description" field and/or any other customer-populated free form field of the Order is non-binding and intended for informational purposes only.

☒ I have read and accept the terms, conditions, configurations and charges on this Quote and submit this Quote as an Order. I affirm that I am authorized to place orders on behalf of Customer by clicking "Submit and Login to Continue." Your Order will not be complete until you log in, provide the necessary technical information on the following screens, and click "Submit Order." Please click "Download Quote" to view and print the terms, conditions, configurations and charges for your Order\*

Master Service Agreement:

[Master Service Agreement \(PDF\)](#)

[Internet Services Service Schedule \(PDF\)](#)

[Building Extension Service Schedule \(PDF\)](#)