

2018-78

**Customer:**

Keith County - NE 911 Center

**Quote #:**

NE-22212

**Project Name:**

3 Position Remote PSAP Off Dawson Buffalo County Multinode

**Created On:**

10/23/2018

**Expiration Date:**

12/31/2018

**Account Manager:**

Jon Osborne

**Sales Engineer:**

Steve Deloach

**Customer Notes:**

Quote is to upgrade existing VIPER System for Keith County to be new remote VIPER off of Buffalo/Dawson multi-node. Quote assumes all applicable software and applications are provisioned at the Host and servers are sized adequately to handle this additional site. Equipment and installation for multi-site connectivity not included.

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
<b>LOCATION: Keith County</b>					
Materials					
912803/2	VIPER Primary VoIP Soft Switch	\$ 2,864.86	1	\$ 2,864.86	
912890/BB	Media Kit Prebuilt Building Block	\$ -	1	\$ -	
912800	VIPER Gateway Shelf	\$ 663.57	2	\$ 1,327.14	
912811/U	Application Server Position Access License Upgrade	\$ -	4	\$ -	
912812/U	PBX Access License Upgrade	\$ -	3	\$ -	
912813	48V Power Supply and Shelf - VIPER System	\$ 1,075.68	2	\$ 2,151.36	
912801	CAMA Interface Module (CIM)	\$ 1,803.03	1	\$ 1,803.03	Corrected To Match Correct Qty's
912814	Admin Interface Module (AIM)	\$ 938.38	4	\$ 3,753.52	Qty Change from 1 to 4
912807	4 Foot IT Cabinet	\$ 3,567.57	1	\$ 3,567.57	
C10036	Power Cord Cable with A/C twist lock connector	\$ 162.16	3	\$ 486.48	
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	\$ 2,378.38	2	\$ 4,756.76	
911810-1	A9C G3 Bundle - Dual Core	\$ 3,807.14	3	\$ 11,421.42	
913152	Power 911 Add-On Recorder for Radio (ITRR)	\$ 402.16	3	\$ 1,206.48	
913152/CD	ITRR Media Kit	\$ 67.03	1	\$ 67.03	
911785	Position Image-Power Station Gen3	\$ 67.03	1	\$ 67.03	
911801	A9C G3 Desk Mounting Kit	\$ 130.70	3	\$ 392.10	
911809	A9C G3 Call Handling Accessories	\$ 355.24	3	\$ 1,065.72	
914121/1	IWS Workstation - Software and Configuration	\$ 295.14	3	\$ 885.42	
914706/G6	Dual Position Arbitrator USB and PS/2	\$ 448.65	3	\$ 1,345.95	
913100/U	Power 911 Client Access License Upgrade	\$ -	3	\$ -	
913202/U	Power 911 Server Access License Upgrade	\$ -	3	\$ -	
917310/U	ePrinter Software Upgrade	\$ -	1	\$ -	
P10066	ePrinter Server Cable Kit	\$ 17.30	1	\$ 17.30	
914962	IWS Server RACK - Type A	\$ 2,889.73	1	\$ 2,889.73	
914121/3	IWS Object Server - Underlying Software	\$ 1,511.35	1	\$ 1,511.35	



Annual Maintenance-Starting Year 2				\$13,977.72	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and Customer Representative:

Customer Signature:

*Lonnie Pate*

Job Title:

*Chairman*

Date:

*12-19-2018*

CenturyLink Representative:

CenturyLink Signature:

Job Title:

Date:



**Customer:** Keith County - NE 911 Center  
**Quote #:** NE-22212  
**Project Name:** 3 Position Remote PSAP Off Dawson Buffalo County Multinode  
**Created On:** 10/23/2018  
**Expiration Date:** 12/31/2018  
**Account Manager:** Jon Osborne  
**Sales Engineer:** Steve Deloach  
**Customer Notes:** Maintenance Years 1-5

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Keith County					
Materials					
P10206	Power Metrics Advanced 3-4 pos. annual service per PSAP Per Year	\$ 2,413.64	1	\$ 2,413.64	12
P10219	Power Metrics Suite - Annual access contract per PSAP Per Year	\$ 1,090.91	1	\$ 1,090.91	12
950999/SUB1	Software Subscription Service - 1 Year/Position Per Year	\$ 1,704.55	3	\$ 5,113.64	12
950999/PRO1	Software Protection and Remote Technical Support - Per Year/Position	\$ 545.45	3	\$ 1,636.36	12
CCC-PRM-ONS-POSITRON-WARR-SUPPORT	CenturyLink Onsite Support	\$ 3,723.17	1	\$ 3,723.17	12
	Sub-Total			\$ 13,977.72	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative:

Customer Signature:

*Lorrie J. Pelt*

Job Title:

*Chairman*

Date:

*12-19-2018*

CenturyLink Representative:

CenturyLink Signature:

Job Title:

Date:



Customer:

Quote #:

Project Name:

Created On:

Expiration Date:

Account Manager:

Sales Engineer:

Customer Notes:

Keith County - NE 911 Center

NE-22212

3 Position Remote PSAP Off Dawson Buffalo County Multinode

10/23/2018

12/31/2018

Jon Osborne

Steve Deloach

MPLS Network Cost - Connectivity To WAN

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Keith County					

### Network Cost - 5MB Ethernet

One-Time Charge	Monthly Recurring Charge	Total Cost 5 Years
\$500.00	\$420.00	\$25,700.00

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Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedited services incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions. Customer Representative:

Customer Signature:

*Lonnie J. Pate*

Job Title:

*Chairman*

Date:

*12-19-2018*

CenturyLink Representative:

CenturyLink Signature:

Job Title:

Date:



### **Customer Notes / Project Description**

Quote is to upgrade existing VIPER System for Keith County to be new remote VIPER off of Buffalo/Dawson multi-node. Quote assumes all applicable software and applications are provisioned at the Host and servers are sized adequately to handle this additional site. Equipment and installation for multi-site connectivity not included.

Upgrade to West software products have been priced as no-charge to the customer, assuming the PSAP is currently covered by an active, valid Software Evergreen agreement. If this agreement is no longer valid or has expired at the time of acceptance, upgrade to West software will be charged at the current rate and the quote will be revised to reflect the current upgrade pricing. Price does not include Mapflex Services. PSAP would utilize MapFles Servers at Buffalo-Dawson County Multi-Node.



## Project Description

Quote is to upgrade existing VIPER System for Keith County to be new remote VIPER off of Buffalo/Dawson multi-node. Quote assumes all applicable software and applications are provisioned at the Host and servers are sized adequately to handle this additional site. Equipment and installation for multi-site connectivity not included.

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## CenturyLink Responsibility:

1. In conjunction with the customer, gather existing data and voice infrastructure information via the Site survey process. (Where applicable)
  - a. Site addresses
  - b. Physical and logical network topology (LAN, WAN, WLAN, PSTN) configurations
  - c. Quality of Service, VLANS, Security, etc.
  - d. Existing fault tolerance and redundancy
  - e. Identify existing legacy platforms
  - f. Identify applicable 3rd party application requirements.
  - g. Collect & review floor plans received from customer.
2. Document all network/applications risks/gaps, and ensure that the customer is made aware of risks/gaps.
3. Provide a single point of contact ("CenturyLink Project Manager") for all issues relating to the implementation services.
4. All final project documentation has been given to the customer contact. This includes, but not limited to final system layout, network drawings, service numbers, CenturyLink contact information, training rosters, IP addresses, and server configurations.
5. Provide customer with CenturyLink's specifications relating to the environmental requirements of the site (including but not limited to power supplies, air conditioning, and physical location, temperature, electrical, humidity, air filtering).
6. All equipment and applications as defined in this scope of work and the sales contract are working per vendor and industry standards. This also includes any additions or deletions for Job Change Order (JCO) activity.

## Customer Responsibility:

1. Provide an adequate environment (room, power, light & temperature) for equipment per CenturyLink / Manufacturer's specifications. (See attachments)

2. Supply the workplace policies and environmental conditions in effect at the customer site(s).
3. Determine and allocate a safe, secure, and appropriate environment for storing the received equipment until onsite implementation and deployment.
4. Provide accurate cable and equipment records. Defective, non-standard or improperly installed cabling will not be used. Any corrective work (by CenturyLink) required to make the solution function properly will be billed on a time and material basis to the customer.
5. Provide location and WLAN access and information to CenturyLink in order for CenturyLink to assess WLAN environment relative to the proposed solution and associated applications.
6. Satisfactorily address WLAN assessment findings prior to implementation and sign off that the WLAN environment is acceptable.
7. Provide current protocol addressing scheme and current network diagram if applicable.
8. Gather and provide to CenturyLink all necessary and applicable network documentation, network access and information required for CenturyLink to provide a network, application and operational readiness analysis.
9. When requested by CenturyLink, provide current customer site building layouts, including the floor plans, location of cables, cable records and power sources.
10. Provide information and documentation required by CenturyLink within the specified timeframe agreed upon by CenturyLink and customer.
11. Provide a safe working environment.
12. Provide working hour access to customer owned facilities
13. Any Telco demarcation extension; unless documented in this Scope of Work.
14. Notify CenturyLink of any hardware and/or software upgrades or any other scheduled implementation activities within the customer's network at least ten (10) business days prior to and during the scheduled installation.
15. Suspend customer moves, adds, and changes ( 5 ) working days prior to installation date.
16. Provide remote access to equipment via either VPN or dial-up line.
17. Designate a single point of contact to whom all CenturyLink communications may be addressed and who has authority to act on all aspects of the services for approval of all Job Change Orders/Notices. Designate a backup when the customer contact is not available who has the authority to act on all aspects of the services in the absence of the primary contact.
18. Designate a facilities resource to expedite access to areas deemed secure.
19. With CenturyLink, review system requirements relative to bill of materials, scope of work, project implementation plan, and business and technical objectives.
20. Satisfactorily address identified network, application and operational readiness risks or gaps as identified by the CenturyLink team. Failure to address issues by date specified may result in project delay and additional time and materials billing.
21. Participate in implementation plan review and ensure customer assigned responsibilities are assigned and prioritized with the appropriate resources.
22. Identify internal resources to participate in system acceptance testing when necessary.
23. Sign off on test plan and acceptance criteria
24. Collaborate with CenturyLink to develop staff training plan. Sign off that the Staff training plan is acceptable; deviations will result in additional billing on a time and material basis. Insure all personnel attend training as outlined in the training plan.
25. Customer is responsible for all returns to their current leasing companies
26. Racking and stacking of equipment.
27. Installation of UPS system

28. Operation and maintenance of any and all equipment, not specified in an CenturyLink maintenance agreement, will be the customer's responsibility.

### **Change Management Policy:**

Changes to the scope or deliverables of this project will not be made without review and written approval by CenturyLink. All changes to scope or price will only be accepted through a change order. Requests for such changes may be initiated by the customer or CenturyLink.

#### **Change Management Procedures**

A change order must be documented by the requesting party, including the following:

- Description of the change

- Reason for the change

- Anticipated effect the change will have on the scope of work, resources and delivery schedule.

The designated Project Manager, Sr. Project Manager or Program Manager of the requesting party will review the proposed change with his/her counterpart(s). All parties will evaluate and negotiate in good faith the changes to be made and the additional charges or billing arrangements, if any, to implement them.

Upon execution, the approved Change Order will be incorporated into, and made a part of, this Statement of Work and any previously approved pertinent Change Orders. Project manager is responsible for documenting any such changes.

#### **Change Management Precedence**

Order and the original scope of work represented by this Statement of Work and other previously incorporated Change Orders, the terms and conditions of the most recently approved Change Order

#### **Restocking Fee**

**Order Cancellation or Return of Equipment.** In CenturyLink's sole discretion, Equipment may be returned by Customer with prior approval and specific shipping instructions from CenturyLink, and must be in original manufacturer's boxes or packaging for CenturyLink to accept the return. In addition to all other applicable charges, Customer will pay CenturyLink a restock charge of 25% of the purchase price as liquidated damages, and not as a penalty, upon the return of Equipment if the return is due to a Customer ordering error or Customer's late cancellation of an order. Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to CenturyLink.

**Pre-Delivery.** If Customer repudiates, gives notice of cancellation, or otherwise breaches this Annex prior to delivery of the Equipment, Customer will pay CenturyLink as liquidated damages, and not as a penalty, 25% of the purchase price or CenturyLink's out of pocket costs incurred as a result of Customer's cancellation, whichever is greater

**Post-Delivery.** If Customer breaches this SoW after delivery of the Equipment, CenturyLink may, in addition to any other remedies available to CenturyLink: (a) declare all sums due and payable immediately; (b) discontinue discounts related to Equipment; (c) cease installation or delivery or disconnect and deactivate Equipment until amounts due are paid; or (d) retake possession of Equipment and retain all sums paid by Customer as a setoff against expenses incurred.

**Drop Ship.** Purchases where CenturyLink will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of CenturyLink or assignment of a return authorization number ("Call Tag Number").

## CenturyLink Scope of Work Acceptance:

Customer agrees to all information and requirements within this Scope of Work.

CenturyLink Implementation Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Acceptance: Lasmi J. Pate

Date: 12-19-2018

\*\* BSM to retain copy for records



Customer Information	Prepared By
<b>Name:</b> KEITH COUNTY - NE <b>Contact:</b> <del>Pete Peterson</del> Laurie Hood <b>Phone:</b> <del>+1-308-284-2195</del> 308-284-2011 <b>Email:</b> <del>ppeterson@kc911.net</del> lhood@keithcounty.ne.gov	<b>Name:</b> Jon Osborne <b>Phone:</b> 4029987392 <b>Email:</b> jon.osborne1@centurylink.com

**Proposal**

Product	Type	Qty	Location	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Data Bundle	New	1		511 N SPRUCE ST OGALLALA NE 69153	IQ Networking Port - Private	Adtran Pro 24x7 5 Mbps Tiered 5M	36 Months	\$220.00	\$0.00	
Local Access	New	1		511 N SPRUCE ST OGALLALA NE 69153	ELA Native Single-CoS Low	CenturyLink (CLPA) Fast E 5M	36 Months	\$200.00	\$500.00	
Service Sub Total:								\$420.00	\$500.00	

Service(s) Total		
Total		
		Monthly Recurring Charges (\$)
		Non-Recurring Charges (\$)
		\$420.00
		\$500.00

**This Proposal is non-binding and for informational purposes only.**

Final pricing will appear in a formal written agreement between the parties, or in a valid CenturyLink quote that references the agreement and is signed by the parties.

The prices quoted in this Proposal apply only to the specific offers represented.

Agreement type: **CTA Express**

Rates and charges for Service elements not identified appear in the applicable terms and conditions.

Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.

## CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page

This CenturyLink® Total Advantage® Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and KEITH COUNTY - NE ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **January 14, 2019** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

**1. Services.** CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at <http://www.centurylink.com/legal/DT&C/v85.pdf>, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

The following Services are incorporated into the Agreement:

### 2. Rates

**2.1 Rate Changes.** Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.

**2.2 Additional Charges.** Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.

### 3. Term and Termination.

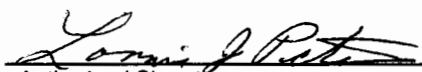
**3.1 Term.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.

**3.2 Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.

**4. Amendments.** At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

CUSTOMER: KEITH COUNTY - NE

CENTURYLINK SALES SOLUTIONS, INC.

  
Authorized Signature

Lonnie J. Peters  
Name Typed or Printed

Chairman 12-19-2018  
Title Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title Date

Customer's Address for Notices: 511 N SPRUCE ST, Attn: General Counsel, OGALLALA, NE 69153;  
Customer's Facsimile Number: (308) 284-~~2495~~ 6951 6951

## TERMS AND CONDITIONS

**1. Additional Terms and Conditions.** Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.

**2. Payment.** Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check.

**3. Notices.**

**(a)** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(b) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com), except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(c) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**4. Credit Approval.** Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

**5. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**6. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**(a) Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**(b) Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not apply.

**(c) Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages.

**(d) Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.

**7. Entire Agreement.** This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.

**8. Purchase Orders.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

**9. Uniform Resource Locators (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **KEITH COUNTY - NE** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

**1. Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

**2. Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Sales/Installation/Maintenance Service Schedule**
- **Level 3<sup>®</sup> CPE-Based On Site Support Services**
- **Level 3<sup>®</sup> Professional Services**
- **Service Appendix (Retail Version)**

**3. Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

**4. Billing and Payment.**

**4.1 Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

**4.2 Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink 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 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

**4.3 Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of 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 hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

**4.4 Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**4.5 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.6 Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**5. Default.** If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

**6. Liabilities and Service Levels.** The remedies and limitations of liability for any claims arising between the parties are set forth below and, as may be applicable, in the Tariff, regulation, or statute.

**6.1 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 services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or Service Attachment. **UNLESS OTHERWISE SET FORTH IN A SERVICE ATTACHMENT. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE TIME THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. FURTHER CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE 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 THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).**

**6.2 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

**6.3 Service Levels.**

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 7 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. 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.

**6.4 Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**7. Customer Premises; Title to Equipment.** If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

**9. General Terms.**

**9.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**9.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**9.3 Affiliates.** CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

**9.4 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. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

portal at <https://www.centurylink.com/business/login/> or via Email at: [billing@centurylink.com](mailto:billing@centurylink.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 CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; 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 CenturyLink's records, Attn. General Counsel.

**9.5 Acceptable Use Policy and Data Protection.** Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

**9.6 Confidentiality.** Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement 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.

**9.7 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof 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 Agreement without the other party's prior written consent.

**9.8 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

**9.9 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.10 International Services.** 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**9.11 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC**

**KEITH COUNTY - NE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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Name Typed or Printed

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Title

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Date

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Date

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

Customer's Address for Notices: 501 N Spruce St, Ogallala, NE  
69153;  
Customer's Facsimile Number (if applicable): (308) 284 - 2011  
Person Designated for Notices: General Counsel

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**1. Products and Services Description.**

**1.1 Product Sales.** CenturyLink will provide and Customer will purchase the hardware and/or software ("Products") specified in the valid CenturyLink-issued quote. Customer will purchase Products to provide public safety emergency communications services.

**1.2 Installation.** CenturyLink will install Products specified in the valid CenturyLink-issued quote under the Installation Terms and Conditions described in Addendum 1. Products delivered to Customer will be available at site on the estimated installation dates identified in Addendum 1.

**1.3 Maintenance Services.**

**(a) Onsite Maintenance.** CenturyLink will provide onsite maintenance services for the Products specified in the valid CenturyLink-issued quote under the CenturyLink Centurion On-Site Maintenance Terms and Conditions in Addendum 2.

**(b) Vendor-provided Remote Maintenance.** CenturyLink will charge Customer for any vendor-provided supplemental remote maintenance included as part of this Service Schedule. Supplemental maintenance provided by vendors will be under vendor's terms and conditions. Supplemental maintenance terms and conditions for the following vendors are at the websites below, or any successor websites designated by the vendors:

- Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html>
- West (formerly Intrado) terms and conditions are available at <https://www.west.com/legal-privacy/terms/#call-handling>

**2. Service Term.** The term of the Products will commence on upon execution of this Service Schedule and will continue until expiration of the last ordered Maintenance Term as specified in the valid CenturyLink-issued quote ("Service Term").

**3. Billing and Payment.** Customer will pay the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") related to the Services set forth in the valid CenturyLink-issued quote in accordance with this Service Schedule. All charges are due within 30 days of the invoice date and in accordance with the Payment Schedule on Addendum 3.

**4. Customer Responsibilities.** Customer will (a) ensure that its personnel are available to receive delivery of Products at site, at a date and time to be determined between CenturyLink and Customer; (b) grant reasonable right of entry to CenturyLink's representatives to deliver the Products or perform all services contemplated under or by virtue of this Service Schedule, or both, and will make available a reasonable amount of appropriate, secure space for storage of Products or parts as necessary; and (c) ensure proper site preparation and meet and maintain proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Products specified in the valid CenturyLink-issued quote. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at [www.nena.org](http://www.nena.org).

**5. Title, Invoicing and Security Interest.** Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a) grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.

**6. Health and Safety Compliance.** CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Service Schedule in compliance with OSHA's rules and regulations. Customer understands and agrees this Service Schedule does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Service Schedule.

**7. Customer Acceptance.** CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS SERVICE SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS SERVICE SCHEDULE, THE TERMS OF THIS SERVICE SCHEDULE WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCTS LISTED IN THE VALID CENTURYLINK-ISSUED QUOTE THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCTS WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

**8. Adds; Changes.** Any changes to a Product order or installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Service Schedule.

**9. Right to Subcontract.** It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

**10. HIPAA.** To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

**11. Liabilities.** OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCTS SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE SCHEDULE. THE PROVISION OF PRODUCTS SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

**12. Software License.** One or more of the Products may be or may contain software. In some cases the Products manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Products. All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Service Schedule by reference.

**13. Other Terms.**

**13.1 Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Cancellation and Termination Charges.** Either party may terminate Service: (a) as set forth within this Service Schedule with 60 days' prior written notice to the other party, or (b) for Cause. If Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Addendum).

**13.2 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**13.3 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Service Schedule and its Addendums, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 1  
INSTALLATION TERMS AND CONDITIONS**

- 1. CenturyLink's Responsibilities.** CenturyLink will ensure that the Products set forth in valid CenturyLink-issued quote have been installed according to the manufacturer's specifications.
- 2. Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:
  - 2.1** Any modifications to building's electrical system required to install listed Products that are not properly performed or provided by Customer;
  - 2.2** Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or
  - 2.3** Customer requests that CenturyLink connect the Products to voice recorder equipment which was not purchased under this Service Schedule.
- 3. Target Dates.**
  - 3.1** Installation begin date (estimated):                   XX/XX/XXXX
  - 3.2** Installation complete date (estimated):           XX/XX/XXXX

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 2  
CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Service Schedule or Agreement.

"Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

"Cause" means the failure of a party to perform a material obligation under the Service Schedule, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"Center" means the CenturyLink Customer Service Center.

"Covered Hours" means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.

"Covered Product" means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink's standard portfolio for which CenturyLink will provide maintenance coverage as described herein.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer.

"End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.

"Engagement" means when the Center confirms with Customer entitlement to support and technician assignment.

"Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Lease" means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.

"Local Time" means the time zone in which Covered Product is located.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

"MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

"Non-Standard Products" means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.

"Response" means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.

"Service" means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications.

"System Integrity" means: (a) CenturyLink is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.

"Zip-to-Zone Guide" means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.

**2. Service and Scope.** CenturyLink will provide maintenance on the Products listed in the valid CenturyLink-issued quote (the "Covered Products.")

**3. Term of Centurion On-Site Maintenance Service.** CenturyLink will provide Centurion On-Site maintenance service for the number of months specified in the valid CenturyLink-issued quote (the "Maintenance Term") beginning upon Customer Acceptance of Products. The Maintenance Term may be renewed for annual terms by written amendment. The rates and charges may be revised at the time of renewal and any renewal will specify any change in compensation or charges payable to CenturyLink. If Customer requests additional maintenance service after the expiration of the Maintenance Term ("Post Maintenance Term"), each Post Maintenance Term request will be subject to CenturyLink's approval, the terms of this Schedule will apply, and charges will be on a time and material basis at CenturyLink's then-current time and material rates until a new Schedule is in place. If Customer orders EOL/EOS under this Schedule, the EOL/EOS Term is limited to one-year at a time. All EOL/EOS maintenance and all renewal amendments must be approved by CenturyLink.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**4. System Integrity.** To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

**5. Service Warranty.** CenturyLink warrants that Service will be: (a) provided in a professional manner in accordance with CenturyLink's standard procedures, (b) performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services.

**6. CenturyLink Responsibilities.** CenturyLink will perform the following tasks:

- Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays
- Perform trouble isolation during Covered Hours
- If CenturyLink and Customer determine an on-site Response is required, CenturyLink will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours
- CenturyLink will make a reasonable effort to arrive at Customer's site with all required replacement parts

**7. Customer Responsibilities.** Customer will perform the following tasks:

- Provide information to assist CenturyLink in determining Service entitlement
- Provide serial numbers and specific location of the Covered Product
- Assist CenturyLink in accessing the Covered Product remotely either by modem or Internet
- Provide 30-day notice to CenturyLink of any changes to the Covered Product
- Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink
- Perform due diligence to protect the Covered Product from abuse and misuse
- Comply with all manufacturer environmental requirements

**8. Trouble Reports.** Customer will report problems with the Covered Product to Center and CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined in this section.

**8.1 Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of priority one events are:

- Total network element outage
- Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
- Total loss of the ability of the system to provide any required critical major alarms

**8.2 Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of priority two events are:

- A reduction in capacity or traffic handling capability such that expected loads cannot be handled
- Failure resulting in dynamic routing, switching capability or transport loss
- System restarts, whether or not the system has recovered or not, and where root cause has not been defined

**8.3 Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of priority three events are:

- Traffic impacting system restarts
- Disruption of billing or accounting capability

**8.4 Priority Level 4 – Customer Inquiry:** These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.

**9. Preventative Maintenance Option.** Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. CenturyLink will provide preventative maintenance information and or guidelines per manufacturer requirements.

**10. Service Level Objective (SLO).** CenturyLink will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.

**11. Remote Access Device.** As part of the Service, CenturyLink may install a Remote Access Device ("RAD") at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged \$500, unless otherwise agreed to by CenturyLink and Customer.

**12. Problem Isolation Billing; Service Exclusions.** In the event CenturyLink spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:

- CPE hardware not listed on the valid CenturyLink-issued quote
- CPE software not listed on the valid CenturyLink-issued quote unless embedded in the Covered Product
- Products missing serial numbers or other identification required by the manufacturer
- Problems caused by integration with non-CenturyLink provided hardware or software
- Problems associated with Operating Systems not provided by CenturyLink
- Product failure due to manufacturer excluded causes such as accident, abuse or misuse
- Product failure due to non-compliance of electrical or environmental requirements
- Product usage not in accordance to manufacturer specification
- Failure of Customer to follow proper operating procedures
- Servicing not authorized by CenturyLink
- Upgrades of software

**13. MD, EOS and EOL Products.** CenturyLink will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.

**14. Non-Standard Products.** CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer's Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.

**15. Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.

**16. Voice over Internet Protocol (VoIP) Quality Exclusion.** CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Service Schedule. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.

**17. Termination.** If, prior to the conclusion of the Maintenance Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Maintenance Term.

**18. Lease Option.** Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor's refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 3  
PAYMENT SUMMARY**

**1. Product Payment.:**

**B. Option B.** CenturyLink will invoice Customer for the total amount of Products specified in the CenturyLink-issued quote upon Customer acceptance:

Description	Percentage of Total Payment Due
Date of Acceptance	100%

**2 Maintenance Payment Schedule.** Customer will pay for the maintenance specified in the CenturyLink-issued quote in accordance with the following payment schedule.

Description	Billing Schedule
Maintenance Term	100% Billed Upon Acceptance

**3. Software and Hardware Support Payment Schedule.**

Customer will pay for the software upgrade program and vendor-provided supplemental remote maintenance specified in the CenturyLink-issued quote in accordance with the following payment schedule. The Service Term for the software is set forth in the quote.

Description	Billing Schedule
Software	100% Billed upon Acceptance

\*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® CPE-BASED ON SITE SUPPORT  
SERVICE SCHEDULE**

1. **Applicability.** This Service Schedule is applicable only where Customer orders Level 3® CPE-Based On Site Support ("CPE-OSS"). Level 3® CPE-Based On Site Support is available when the Customer is also purchasing a Level 3 provided network service. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Level 3 provides services to Customer (the "Agreement"). Terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the CPE-OSS Service.

2. **Service Description and Responsibilities of Parties.** Level 3 CPE-OSS is a solution whereby Level 3 will, on a call-out basis, replace Level 3 provided Customer premise equipment associated with Level 3 provided Internet or MPLS Service ("CPE") if such CPE is not functioning due to a total hardware failure (the "Service"). Customer is responsible for the day to day management and monitoring of the CPE, including but not limited to review and maintenance of configurations and passwords. Customer will perform initial fault isolation to determine that the trouble is due to a hardware failure with the CPE prior to initiating a trouble ticket to Level 3 for Service. In such case, as necessary, Level 3 will provide replacement CPE with base configurations. Customer thereafter will log into the CPE and install Customer's configurations. The provision of CPE is subject to the separate Customer Premise Addenda.

3. **Charges.** Customer will be billed on a fixed rate basis for CPE-OSS, consisting of a non-recurring installation charge and a monthly recurring charge.

4. **Chronic Problem Resolution.** In the event Customer or Level 3 determines that the CPE is being affected by a continuing error, conflict or trouble report, or similar issue (a "Chronic Problem"), Customer and Level 3 shall coordinate to resolve any Chronic Problem by taking the following steps to address the problem, including, but not limited to: (i) removing or modifying the existing CPE configuration or (ii) replacing the CPE if necessary. Isolating Chronic Problems may impact other elements of Service and Customer shall not be entitled to any credits, rebates or reduction of fees for the affected other elements of Service during those isolation activities.

5. **Service Levels.** The following Service Level applies to CPE-OSS. Level 3 will respond to Customer requests for maintenance according to the following schedule:

CPE-OSS includes on-site response. Field technicians are dispatched in response to Customer request. Prior to dispatching field technicians, Customer will verify that the local environment (including power, local area network connectivity, inside wiring or cabling, etc) has been ruled out as the source of the reported fault. The on-site response will be provided on an "8x5" basis or a "24x7" basis, as identified on the Order. If not identified on the Order, the 8x5 basis will apply. The "8x5" on-site response option includes next business day repair maintenance (8 hours per day 5 business days per week): from the time of dispatch, a field technician will arrive on site the next business day, defined as the 24-hour period commencing at 6:01 P.M. and ending at 6:00 P.M. local time the next business day, Monday through Friday, excluding holidays. The 24x7 on-site response option provides same day repair maintenance: from the time of dispatch, a field technician will arrive on site within 6 hours. In the event that the dispatched field technician does not arrive on-site within the specified time period for a given calendar day for reasons other than an Excused Outage, the Customer will be eligible for a service credit equal to 1/30<sup>th</sup> of the monthly service fee for the affected site, with a maximum of one credit per day per site. Credits will be on a per site basis for the affected site only.

6. **Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® PROFESSIONAL SERVICES SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule ("Schedule") applies where Customer orders Level 3® Professional Services ("Professional Services").

**2. Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

**(A)** "Field Tech Services" ("FTS") shall mean technician services, which may include, without limitation, (i) unscheduled basic on-site, on demand maintenance and support, including but not limited to power cycling, troubleshooting and escorts, or (ii) scheduled support, maintenance, installation and removal of equipment, cabling and other related support services. Each level of FTS is more particularly described in Level 3's then-current FTS Description. A copy of Level 3's then-current FTS Description will be provided to Customer upon request.

**(B)** "Effective Date" means the date this Schedule is made a part of the Agreement.

**(C)** "Property" means any invention, work of authorship, trade secret, processes, know-how, technologies or ideas, including patents, copyrights and other intellectual property developed by Level 3 or any of its employees, agents, or subcontractors.

**3. Term of Schedule.** The term of this Schedule shall commence on the Effective Date and shall continue in effect thereafter for the term of the Agreement. Unless Customer is in default, any services being provided at the time of termination of the Agreement shall continue upon the terms and conditions of this Schedule until the end of the term of the applicable Exhibit A.

**3.1 Services to be Performed.** Level 3 may perform any of the following categories of Professional Services upon Customer's request: (i) Consulting and Implementation; (ii) Network Monitoring and Management; and (iii) Field Tech Services. Except as described in Section 3.2 below, each Customer request for Professional Services shall require preparation of a separate summary of services to be performed ("Exhibit A") substantially in the form attached hereto. Each Exhibit A, once executed between the parties, shall be a part of the Agreement and this Schedule and incorporated herein. All Exhibits' A shall be sequentially numbered for ease of identification, e.g., Exhibit A-1, A-2, A-3 and so forth. Each Exhibit A shall have a term associated with a start and end date for the Professional Services described in such Exhibit A.

**3.2 Field Tech Services.**

**(A)** Customer may request Level 3 to provide FTS to Customer within a Level 3 Premier Elite, Level 3 Premier Select, and Level 3 Premier Site (as such sites are defined by Level 3) from time to time without the need for an Exhibit A by contacting Level 3 as directed in the FTS Description. FTS requested to be performed at any location other than a Premier Elite, Level 3 Premier Select, and Level 3 Premier Site will require completion of an Exhibit A by the parties. For FTS of the type set forth in Section 2(A)(ii) above, Level 3 shall not be obligated to perform such FTS until a method of procedure ("MOP") has been provided by Customer and mutually agreed to by the parties in writing. Upon Level 3's acceptance of such MOP, if required, Level 3 will perform the FTS in accordance with Customer's directions.

**(B)** Under no circumstances will Level 3 be responsible for performing any warranty-affecting work, and Level 3 shall not be liable to Customer or any third party to the extent any work performed violates and/or voids, in whole or in part, any equipment, software and/or manufacturer's warranty.

**(C)** **Response Time Service Level.** The Response Time Service Level for FTS, if any, shall be set forth in the FTS Description.

**4. Rates and Expenses.** Customer shall pay Level 3 the rate(s) and actual and reasonable expenses specified in the applicable Exhibit A for the Professional Services performed by Level 3 or as set forth in the FTS Description, as applicable.

**5. Work Product.** If Level 3 or any employee, agent, or subcontractor of Level 3 develops or creates any Property, that Property shall be and remain the exclusive property of Level 3 and shall not be considered a work for hire. If Customer desires to make use of the Property, then Customer and Level 3 shall use their commercially reasonable efforts to negotiate for the license of the Property to Customer. Customer shall have no right to sell, lease, license or otherwise transfer, with or without consideration, any Property to any third party or permit any third party to reproduce or copy or otherwise use or see the Property in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Property is made. Customer shall not reverse engineer or de-compile any Property. Customer will promptly, upon termination of this Schedule or upon the request of Level 3, deliver to Level 3 all such Property without retaining any copy or duplicate thereof.

**6. Customer Policy.** If Professional Services are to be performed on Customer's premises, Customer hereby grants Level 3 such access and Level 3 shall comply with all Customer access policies, including, but not limited to, working hours and all safety and security regulations and policies in effect at Customer's facilities, provided such policies are provided to Level 3 with reasonable advance notice prior to Level 3's entry upon the premises.

**7. Letter of Agency.** If applicable, upon the incorporation of this Schedule into a master agreement (regardless of the agreement title) or execution of an applicable Exhibit A, Customer shall give Level 3 the limited authority to directly notify the appropriate vendor for

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® PROFESSIONAL SERVICES SERVICE SCHEDULE**

the purpose as specifically identified in a letter mutually agreed upon by the parties. Customer may terminate this authorization at any time upon notice to Level 3. If applicable, Customer shall also provide its vendors with a letter (with a copy to Level 3) acknowledging Level 3's role as Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer shall provide Level 3 with a copy of any contractual commitments between Customer and its vendor that Level 3 must be aware of or comply with in order to dispatch such vendor accordingly.

**8. Warranty.** Level 3 warrants that its Professional Services provided pursuant to this Schedule will be of a good and workmanlike quality conforming to generally accepted industry standards and practices. ANY FTS IS PROVIDED ON AN "AS-IS" BASIS AND LEVEL 3 MAKES NO OTHER WARRANTIES ABOUT THE PROFESSIONAL SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LEVEL 3 DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM. For any breach of the above warranty, Customer's exclusive remedy, and Level 3's entire liability, shall be the reperformance of the deficient Professional Services. In order to receive warranty remedies, deficiencies in the Professional Services must be reported to Level 3 in writing within ninety (90) days of completion of those Professional Services.

**9. Non-Solicitation of Employees.** During performance of the Professional Services and for a period of one (1) year following termination of this Schedule or completion of the Professional Services, Customer agrees not to solicit, offer, promise employment to, or employ, in a position similar to the position the person held with Level 3, any of Level 3's personnel who perform Professional Services under this Schedule for any reason, unless written consent is received from Level 3. If a Level 3 employee who has provided service hereunder voluntarily terminates his or her employment with Level 3 within six (6) months of performing Professional Services, Customer shall not solicit, offer, promise employment to, or employ such former Level 3 employee for six (6) months from the date of termination of employment. If a current or former Level 3 employee as described herein is employed during the restrictive periods set forth above, Customer shall promptly pay Level 3 twenty-five percent (25%) of the employee's base salary for expenses associated with replacing and training a new employee and not as a penalty.

**10. Order of Precedence.** In the event of conflict between the terms in this Schedule and the terms of any Exhibit A, the terms of Exhibit A will prevail.

**11. Limitation of Liability.** In no event shall Level 3's liability for Professional Services under this Schedule exceed the fees paid to Level 3 for the applicable Professional Services.

**12. Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® PROFESSIONAL SERVICES SERVICE SCHEDULE**

**EXHIBIT A-\_\_**

**Statement of Work**

(Sample format)

1. **Project**
2. **Project Management**
3. **Consulting & Implementation Services**
4. **Network Monitoring & Management Services**
5. **Field Tech Services**
6. **Change Order**
7. **Pricing**
8. **Terms of Services**

IN WITNESS WHEREOF, the parties have executed this Exhibit A-\_\_ as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein:

This Statement of Work sample is provided for illustrative purposes only and is not binding on either party.

<div style="background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); padding: 5px;"><p>LEVEL 3 COMMUNICATIONS, LLC ("Level 3")</p><p>By _____ <small>Draft Only</small></p><p>Name _____</p><p>Title _____</p></div>	<div style="background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); padding: 5px;"><p>("Customer")</p><p>By _____ <small>Draft Only</small></p><p>Name _____</p><p>Title _____</p></div>
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**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
Service Appendix (Retail Version)**

1. **General.** This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **Select Advantage Service Exhibit (for CPE and Professional Services)**

3. **Cancellation and Termination Charges.** The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

4. **Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. **Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
Service Appendix (Retail Version)**

processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

**8. Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**9. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**10. Conflicts.** If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf). "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**11. HIPAA.** Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

**2. CenturyLink Select Advantage Solutions.**

**2.1 Purchase.** Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/>, and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

**2.2 Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CenturyLink's TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

**3. Term; Termination.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

**4. Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

## CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page

This CenturyLink® Total Advantage® Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and KEITH COUNTY - NE ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **January 14, 2019** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

**1. Services.** CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at <http://www.centurylink.com/legal/DT&C/v85.pdf>, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

The following Services are incorporated into the Agreement:

### 2. Rates

**2.1 Rate Changes.** Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.

**2.2 Additional Charges.** Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.

### 3. Term and Termination.

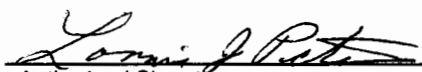
**3.1 Term.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.

**3.2 Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.

**4. Amendments.** At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

CUSTOMER: KEITH COUNTY - NE

CENTURYLINK SALES SOLUTIONS, INC.

  
Authorized Signature

Lonnie J. Peters  
Name Typed or Printed

Chairman 12-19-2018  
Title Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title Date

Customer's Address for Notices: 511 N SPRUCE ST, Attn: General Counsel, OGALLALA, NE 69153;  
Customer's Facsimile Number: (308) 284-~~2495~~ 6951

## TERMS AND CONDITIONS

**1. Additional Terms and Conditions.** Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.

**2. Payment.** Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check.

**3. Notices.**

**(a)** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(b) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com), except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(c) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**4. Credit Approval.** Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

**5. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**6. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**(a) Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**(b) Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not apply.

**(c) Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages.

**(d) Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.

**7. Entire Agreement.** This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.

**8. Purchase Orders.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

**9. Uniform Resource Locators (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **KEITH COUNTY - NE** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

**1. Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

**2. Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Sales/Installation/Maintenance Service Schedule**
- **Level 3<sup>®</sup> CPE-Based On Site Support Services**
- **Level 3<sup>®</sup> Professional Services**
- **Service Appendix (Retail Version)**

**3. Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

**4. Billing and Payment.**

**4.1 Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

**4.2 Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink 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 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

**4.3 Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of 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 hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

**4.4 Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**4.5 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.6 Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**5. Default.** If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

**6. Liabilities and Service Levels.** The remedies and limitations of liability for any claims arising between the parties are set forth below and, as may be applicable, in the Tariff, regulation, or statute.

**6.1 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 services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or Service Attachment. **UNLESS OTHERWISE SET FORTH IN A SERVICE ATTACHMENT. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE TIME THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. FURTHER CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE 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 THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).**

**6.2 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

**6.3 Service Levels.**

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 7 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. 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.

**6.4 Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**7. Customer Premises; Title to Equipment.** If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

**9. General Terms.**

**9.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**9.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**9.3 Affiliates.** CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

**9.4 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. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

portal at <https://www.centurylink.com/business/login/> or via Email at: [billing@centurylink.com](mailto:billing@centurylink.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 CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; 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 CenturyLink's records, Attn. General Counsel.

**9.5 Acceptable Use Policy and Data Protection.** Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

**9.6 Confidentiality.** Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement 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.

**9.7 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof 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 Agreement without the other party's prior written consent.

**9.8 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

**9.9 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.10 International Services.** 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 CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**9.11 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC**

**KEITH COUNTY - NE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

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Title

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Date

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION**

Customer's Address for Notices: 501 N Spruce St, Ogallala, NE  
69153;  
Customer's Facsimile Number (if applicable): (308) 284 - 2011  
Person Designated for Notices: General Counsel

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**1. Products and Services Description.**

**1.1 Product Sales.** CenturyLink will provide and Customer will purchase the hardware and/or software ("Products") specified in the valid CenturyLink-issued quote. Customer will purchase Products to provide public safety emergency communications services.

**1.2 Installation.** CenturyLink will install Products specified in the valid CenturyLink-issued quote under the Installation Terms and Conditions described in Addendum 1. Products delivered to Customer will be available at site on the estimated installation dates identified in Addendum 1.

**1.3 Maintenance Services.**

**(a) Onsite Maintenance.** CenturyLink will provide onsite maintenance services for the Products specified in the valid CenturyLink-issued quote under the CenturyLink Centurion On-Site Maintenance Terms and Conditions in Addendum 2.

**(b) Vendor-provided Remote Maintenance.** CenturyLink will charge Customer for any vendor-provided supplemental remote maintenance included as part of this Service Schedule. Supplemental maintenance provided by vendors will be under vendor's terms and conditions. Supplemental maintenance terms and conditions for the following vendors are at the websites below, or any successor websites designated by the vendors:

- Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html>
- West (formerly Intrado) terms and conditions are available at <https://www.west.com/legal-privacy/terms/#call-handling>

**2. Service Term.** The term of the Products will commence on upon execution of this Service Schedule and will continue until expiration of the last ordered Maintenance Term as specified in the valid CenturyLink-issued quote ("Service Term").

**3. Billing and Payment.** Customer will pay the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") related to the Services set forth in the valid CenturyLink-issued quote in accordance with this Service Schedule. All charges are due within 30 days of the invoice date and in accordance with the Payment Schedule on Addendum 3.

**4. Customer Responsibilities.** Customer will (a) ensure that its personnel are available to receive delivery of Products at site, at a date and time to be determined between CenturyLink and Customer; (b) grant reasonable right of entry to CenturyLink's representatives to deliver the Products or perform all services contemplated under or by virtue of this Service Schedule, or both, and will make available a reasonable amount of appropriate, secure space for storage of Products or parts as necessary; and (c) ensure proper site preparation and meet and maintain proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Products specified in the valid CenturyLink-issued quote. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at [www.nena.org](http://www.nena.org).

**5. Title, Invoicing and Security Interest.** Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a) grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.

**6. Health and Safety Compliance.** CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Service Schedule in compliance with OSHA's rules and regulations. Customer understands and agrees this Service Schedule does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Service Schedule.

**7. Customer Acceptance.** CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS SERVICE SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS SERVICE SCHEDULE, THE TERMS OF THIS SERVICE SCHEDULE WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCTS LISTED IN THE VALID CENTURYLINK-ISSUED QUOTE THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCTS WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

**8. Adds; Changes.** Any changes to a Product order or installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Service Schedule.

**9. Right to Subcontract.** It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

**10. HIPAA.** To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

**11. Liabilities.** OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCTS SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE SCHEDULE. THE PROVISION OF PRODUCTS SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

**12. Software License.** One or more of the Products may be or may contain software. In some cases the Products manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Products. All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Service Schedule by reference.

**13. Other Terms.**

**13.1 Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Cancellation and Termination Charges.** Either party may terminate Service: (a) as set forth within this Service Schedule with 60 days' prior written notice to the other party, or (b) for Cause. If Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Addendum).

**13.2 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**13.3 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Service Schedule and its Addendums, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 1  
INSTALLATION TERMS AND CONDITIONS**

- 1. CenturyLink's Responsibilities.** CenturyLink will ensure that the Products set forth in valid CenturyLink-issued quote have been installed according to the manufacturer's specifications.
- 2. Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:
  - 2.1** Any modifications to building's electrical system required to install listed Products that are not properly performed or provided by Customer;
  - 2.2** Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or
  - 2.3** Customer requests that CenturyLink connect the Products to voice recorder equipment which was not purchased under this Service Schedule.
- 3. Target Dates.**
  - 3.1** Installation begin date (estimated):                      XX/XX/XXXX
  - 3.2** Installation complete date (estimated):                      XX/XX/XXXX

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 2  
CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Service Schedule or Agreement.

"Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

"Cause" means the failure of a party to perform a material obligation under the Service Schedule, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"Center" means the CenturyLink Customer Service Center.

"Covered Hours" means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.

"Covered Product" means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink's standard portfolio for which CenturyLink will provide maintenance coverage as described herein.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer.

"End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.

"Engagement" means when the Center confirms with Customer entitlement to support and technician assignment.

"Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Lease" means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.

"Local Time" means the time zone in which Covered Product is located.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

"MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

"Non-Standard Products" means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.

"Response" means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.

"Service" means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications.

"System Integrity" means: (a) CenturyLink is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.

"Zip-to-Zone Guide" means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.

**2. Service and Scope.** CenturyLink will provide maintenance on the Products listed in the valid CenturyLink-issued quote (the "Covered Products.")

**3. Term of Centurion On-Site Maintenance Service.** CenturyLink will provide Centurion On-Site maintenance service for the number of months specified in the valid CenturyLink-issued quote (the "Maintenance Term") beginning upon Customer Acceptance of Products. The Maintenance Term may be renewed for annual terms by written amendment. The rates and charges may be revised at the time of renewal and any renewal will specify any change in compensation or charges payable to CenturyLink. If Customer requests additional maintenance service after the expiration of the Maintenance Term ("Post Maintenance Term"), each Post Maintenance Term request will be subject to CenturyLink's approval, the terms of this Schedule will apply, and charges will be on a time and material basis at CenturyLink's then-current time and material rates until a new Schedule is in place. If Customer orders EOL/EOS under this Schedule, the EOL/EOS Term is limited to one-year at a time. All EOL/EOS maintenance and all renewal amendments must be approved by CenturyLink.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**4. System Integrity.** To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

**5. Service Warranty.** CenturyLink warrants that Service will be: (a) provided in a professional manner in accordance with CenturyLink's standard procedures, (b) performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services.

**6. CenturyLink Responsibilities.** CenturyLink will perform the following tasks:

- Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays
- Perform trouble isolation during Covered Hours
- If CenturyLink and Customer determine an on-site Response is required, CenturyLink will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours
- CenturyLink will make a reasonable effort to arrive at Customer's site with all required replacement parts

**7. Customer Responsibilities.** Customer will perform the following tasks:

- Provide information to assist CenturyLink in determining Service entitlement
- Provide serial numbers and specific location of the Covered Product
- Assist CenturyLink in accessing the Covered Product remotely either by modem or Internet
- Provide 30-day notice to CenturyLink of any changes to the Covered Product
- Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink
- Perform due diligence to protect the Covered Product from abuse and misuse
- Comply with all manufacturer environmental requirements

**8. Trouble Reports.** Customer will report problems with the Covered Product to Center and CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined in this section.

**8.1 Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of priority one events are:

- Total network element outage
- Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
- Total loss of the ability of the system to provide any required critical major alarms

**8.2 Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of priority two events are:

- A reduction in capacity or traffic handling capability such that expected loads cannot be handled
- Failure resulting in dynamic routing, switching capability or transport loss
- System restarts, whether or not the system has recovered or not, and where root cause has not been defined

**8.3 Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of priority three events are:

- Traffic impacting system restarts
- Disruption of billing or accounting capability

**8.4 Priority Level 4 – Customer Inquiry:** These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.

**9. Preventative Maintenance Option.** Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. CenturyLink will provide preventative maintenance information and or guidelines per manufacturer requirements.

**10. Service Level Objective (SLO).** CenturyLink will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.

**11. Remote Access Device.** As part of the Service, CenturyLink may install a Remote Access Device ("RAD") at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged \$500, unless otherwise agreed to by CenturyLink and Customer.

**12. Problem Isolation Billing; Service Exclusions.** In the event CenturyLink spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:

- CPE hardware not listed on the valid CenturyLink-issued quote
- CPE software not listed on the valid CenturyLink-issued quote unless embedded in the Covered Product
- Products missing serial numbers or other identification required by the manufacturer
- Problems caused by integration with non-CenturyLink provided hardware or software
- Problems associated with Operating Systems not provided by CenturyLink
- Product failure due to manufacturer excluded causes such as accident, abuse or misuse
- Product failure due to non-compliance of electrical or environmental requirements
- Product usage not in accordance to manufacturer specification
- Failure of Customer to follow proper operating procedures
- Servicing not authorized by CenturyLink
- Upgrades of software

**13. MD, EOS and EOL Products.** CenturyLink will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.

**14. Non-Standard Products.** CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer's Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.

**15. Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.

**16. Voice over Internet Protocol (VoIP) Quality Exclusion.** CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Service Schedule. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.

**17. Termination.** If, prior to the conclusion of the Maintenance Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Maintenance Term.

**18. Lease Option.** Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor's refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 3  
PAYMENT SUMMARY**

**1. Product Payment.:**

**B. Option B.** CenturyLink will invoice Customer for the total amount of Products specified in the CenturyLink-issued quote upon Customer acceptance:

Description	Percentage of Total Payment Due
Date of Acceptance	100%

**2 Maintenance Payment Schedule.** Customer will pay for the maintenance specified in the CenturyLink-issued quote in accordance with the following payment schedule.

Description	Billing Schedule
Maintenance Term	100% Billed Upon Acceptance

**3. Software and Hardware Support Payment Schedule.**

Customer will pay for the software upgrade program and vendor-provided supplemental remote maintenance specified in the CenturyLink-issued quote in accordance with the following payment schedule. The Service Term for the software is set forth in the quote.

Description	Billing Schedule
Software	100% Billed upon Acceptance

\*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® CPE-BASED ON SITE SUPPORT  
SERVICE SCHEDULE**

1. **Applicability.** This Service Schedule is applicable only where Customer orders Level 3® CPE-Based On Site Support ("CPE-OSS"). Level 3® CPE-Based On Site Support is available when the Customer is also purchasing a Level 3 provided network service. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Level 3 provides services to Customer (the "Agreement"). Terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the CPE-OSS Service.

2. **Service Description and Responsibilities of Parties.** Level 3 CPE-OSS is a solution whereby Level 3 will, on a call-out basis, replace Level 3 provided Customer premise equipment associated with Level 3 provided Internet or MPLS Service ("CPE") if such CPE is not functioning due to a total hardware failure (the "Service"). Customer is responsible for the day to day management and monitoring of the CPE, including but not limited to review and maintenance of configurations and passwords. Customer will perform initial fault isolation to determine that the trouble is due to a hardware failure with the CPE prior to initiating a trouble ticket to Level 3 for Service. In such case, as necessary, Level 3 will provide replacement CPE with base configurations. Customer thereafter will log into the CPE and install Customer's configurations. The provision of CPE is subject to the separate Customer Premise Addenda.

3. **Charges.** Customer will be billed on a fixed rate basis for CPE-OSS, consisting of a non-recurring installation charge and a monthly recurring charge.

4. **Chronic Problem Resolution.** In the event Customer or Level 3 determines that the CPE is being affected by a continuing error, conflict or trouble report, or similar issue (a "Chronic Problem"), Customer and Level 3 shall coordinate to resolve any Chronic Problem by taking the following steps to address the problem, including, but not limited to: (i) removing or modifying the existing CPE configuration or (ii) replacing the CPE if necessary. Isolating Chronic Problems may impact other elements of Service and Customer shall not be entitled to any credits, rebates or reduction of fees for the affected other elements of Service during those isolation activities.

5. **Service Levels.** The following Service Level applies to CPE-OSS. Level 3 will respond to Customer requests for maintenance according to the following schedule:

CPE-OSS includes on-site response. Field technicians are dispatched in response to Customer request. Prior to dispatching field technicians, Customer will verify that the local environment (including power, local area network connectivity, inside wiring or cabling, etc) has been ruled out as the source of the reported fault. The on-site response will be provided on an "8x5" basis or a "24x7" basis, as identified on the Order. If not identified on the Order, the 8x5 basis will apply. The "8x5" on-site response option includes next business day repair maintenance (8 hours per day 5 business days per week): from the time of dispatch, a field technician will arrive on site the next business day, defined as the 24-hour period commencing at 6:01 P.M. and ending at 6:00 P.M. local time the next business day, Monday through Friday, excluding holidays. The 24x7 on-site response option provides same day repair maintenance: from the time of dispatch, a field technician will arrive on site within 6 hours. In the event that the dispatched field technician does not arrive on-site within the specified time period for a given calendar day for reasons other than an Excused Outage, the Customer will be eligible for a service credit equal to 1/30<sup>th</sup> of the monthly service fee for the affected site, with a maximum of one credit per day per site. Credits will be on a per site basis for the affected site only.

6. **Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® PROFESSIONAL SERVICES SERVICE SCHEDULE**

**1. Applicability.** This Service Schedule ("Schedule") applies where Customer orders Level 3® Professional Services ("Professional Services").

**2. Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

**(A)** "Field Tech Services" ("FTS") shall mean technician services, which may include, without limitation, (i) unscheduled basic on-site, on demand maintenance and support, including but not limited to power cycling, troubleshooting and escorts, or (ii) scheduled support, maintenance, installation and removal of equipment, cabling and other related support services. Each level of FTS is more particularly described in Level 3's then-current FTS Description. A copy of Level 3's then-current FTS Description will be provided to Customer upon request.

**(B)** "Effective Date" means the date this Schedule is made a part of the Agreement.

**(C)** "Property" means any invention, work of authorship, trade secret, processes, know-how, technologies or ideas, including patents, copyrights and other intellectual property developed by Level 3 or any of its employees, agents, or subcontractors.

**3. Term of Schedule.** The term of this Schedule shall commence on the Effective Date and shall continue in effect thereafter for the term of the Agreement. Unless Customer is in default, any services being provided at the time of termination of the Agreement shall continue upon the terms and conditions of this Schedule until the end of the term of the applicable Exhibit A.

**3.1 Services to be Performed.** Level 3 may perform any of the following categories of Professional Services upon Customer's request: (i) Consulting and Implementation; (ii) Network Monitoring and Management; and (iii) Field Tech Services. Except as described in Section 3.2 below, each Customer request for Professional Services shall require preparation of a separate summary of services to be performed ("Exhibit A") substantially in the form attached hereto. Each Exhibit A, once executed between the parties, shall be a part of the Agreement and this Schedule and incorporated herein. All Exhibits' A shall be sequentially numbered for ease of identification, e.g., Exhibit A-1, A-2, A-3 and so forth. Each Exhibit A shall have a term associated with a start and end date for the Professional Services described in such Exhibit A.

**3.2 Field Tech Services.**

**(A)** Customer may request Level 3 to provide FTS to Customer within a Level 3 Premier Elite, Level 3 Premier Select, and Level 3 Premier Site (as such sites are defined by Level 3) from time to time without the need for an Exhibit A by contacting Level 3 as directed in the FTS Description. FTS requested to be performed at any location other than a Premier Elite, Level 3 Premier Select, and Level 3 Premier Site will require completion of an Exhibit A by the parties. For FTS of the type set forth in Section 2(A)(ii) above, Level 3 shall not be obligated to perform such FTS until a method of procedure ("MOP") has been provided by Customer and mutually agreed to by the parties in writing. Upon Level 3's acceptance of such MOP, if required, Level 3 will perform the FTS in accordance with Customer's directions.

**(B)** Under no circumstances will Level 3 be responsible for performing any warranty-affecting work, and Level 3 shall not be liable to Customer or any third party to the extent any work performed violates and/or voids, in whole or in part, any equipment, software and/or manufacturer's warranty.

**(C)** **Response Time Service Level.** The Response Time Service Level for FTS, if any, shall be set forth in the FTS Description.

**4. Rates and Expenses.** Customer shall pay Level 3 the rate(s) and actual and reasonable expenses specified in the applicable Exhibit A for the Professional Services performed by Level 3 or as set forth in the FTS Description, as applicable.

**5. Work Product.** If Level 3 or any employee, agent, or subcontractor of Level 3 develops or creates any Property, that Property shall be and remain the exclusive property of Level 3 and shall not be considered a work for hire. If Customer desires to make use of the Property, then Customer and Level 3 shall use their commercially reasonable efforts to negotiate for the license of the Property to Customer. Customer shall have no right to sell, lease, license or otherwise transfer, with or without consideration, any Property to any third party or permit any third party to reproduce or copy or otherwise use or see the Property in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Property is made. Customer shall not reverse engineer or de-compile any Property. Customer will promptly, upon termination of this Schedule or upon the request of Level 3, deliver to Level 3 all such Property without retaining any copy or duplicate thereof.

**6. Customer Policy.** If Professional Services are to be performed on Customer's premises, Customer hereby grants Level 3 such access and Level 3 shall comply with all Customer access policies, including, but not limited to, working hours and all safety and security regulations and policies in effect at Customer's facilities, provided such policies are provided to Level 3 with reasonable advance notice prior to Level 3's entry upon the premises.

**7. Letter of Agency.** If applicable, upon the incorporation of this Schedule into a master agreement (regardless of the agreement title) or execution of an applicable Exhibit A, Customer shall give Level 3 the limited authority to directly notify the appropriate vendor for

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® PROFESSIONAL SERVICES SERVICE SCHEDULE**

the purpose as specifically identified in a letter mutually agreed upon by the parties. Customer may terminate this authorization at any time upon notice to Level 3. If applicable, Customer shall also provide its vendors with a letter (with a copy to Level 3) acknowledging Level 3's role as Customer's agent solely as it relates to the purpose as specifically identified in such letter of agency. As soon as commercially practicable, Customer shall provide Level 3 with a copy of any contractual commitments between Customer and its vendor that Level 3 must be aware of or comply with in order to dispatch such vendor accordingly.

**8. Warranty.** Level 3 warrants that its Professional Services provided pursuant to this Schedule will be of a good and workmanlike quality conforming to generally accepted industry standards and practices. ANY FTS IS PROVIDED ON AN "AS-IS" BASIS AND LEVEL 3 MAKES NO OTHER WARRANTIES ABOUT THE PROFESSIONAL SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. LEVEL 3 DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM. For any breach of the above warranty, Customer's exclusive remedy, and Level 3's entire liability, shall be the reperformance of the deficient Professional Services. In order to receive warranty remedies, deficiencies in the Professional Services must be reported to Level 3 in writing within ninety (90) days of completion of those Professional Services.

**9. Non-Solicitation of Employees.** During performance of the Professional Services and for a period of one (1) year following termination of this Schedule or completion of the Professional Services, Customer agrees not to solicit, offer, promise employment to, or employ, in a position similar to the position the person held with Level 3, any of Level 3's personnel who perform Professional Services under this Schedule for any reason, unless written consent is received from Level 3. If a Level 3 employee who has provided service hereunder voluntarily terminates his or her employment with Level 3 within six (6) months of performing Professional Services, Customer shall not solicit, offer, promise employment to, or employ such former Level 3 employee for six (6) months from the date of termination of employment. If a current or former Level 3 employee as described herein is employed during the restrictive periods set forth above, Customer shall promptly pay Level 3 twenty-five percent (25%) of the employee's base salary for expenses associated with replacing and training a new employee and not as a penalty.

**10. Order of Precedence.** In the event of conflict between the terms in this Schedule and the terms of any Exhibit A, the terms of Exhibit A will prevail.

**11. Limitation of Liability.** In no event shall Level 3's liability for Professional Services under this Schedule exceed the fees paid to Level 3 for the applicable Professional Services.

**12. Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
LEVEL 3® PROFESSIONAL SERVICES SERVICE SCHEDULE**

**EXHIBIT A-\_\_**

**Statement of Work**

(Sample format)

1. **Project**
2. **Project Management**
3. **Consulting & Implementation Services**
4. **Network Monitoring & Management Services**
5. **Field Tech Services**
6. **Change Order**
7. **Pricing**
8. **Terms of Services**

IN WITNESS WHEREOF, the parties have executed this Exhibit A-\_\_ as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein:

This Statement of Work sample is provided for illustrative purposes only and is not binding on either party.

<div style="background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); padding: 5px;"><p>LEVEL 3 COMMUNICATIONS, LLC ("Level 3")</p><p>By _____ <small>Draft Only</small></p><p>Name _____</p><p>Title _____</p></div>	<div style="background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); padding: 5px;"><p>("Customer")</p><p>By _____ <small>Draft Only</small></p><p>Name _____</p><p>Title _____</p></div>
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**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
Service Appendix (Retail Version)**

1. **General.** This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **Select Advantage Service Exhibit (for CPE and Professional Services)**

3. **Cancellation and Termination Charges.** The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

4. **Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. **Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
Service Appendix (Retail Version)**

processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

**8. Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**9. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**10. Conflicts.** If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf). "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**11. HIPAA.** Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.

**CENTURYLINK MASTER SERVICE AGREEMENT  
PUBLIC SAFETY VERSION  
CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

**2. CenturyLink Select Advantage Solutions.**

**2.1 Purchase.** Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/>, and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

**2.2 Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CenturyLink's TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

**3. Term; Termination.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

**4. Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.