

**AMENDMENT TO
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

THIS AMENDMENT NO. SIX (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and **COUNTY OF MONTEREY** ("Customer"), hereby amends the CenturyLink Loyal Advantage Agreement or Qwest Loyal Advantage Agreement, as applicable, Content ID: **960424, 974641, 1074546, 1171673, 1224975, 1240658** as may have been previously amended (the "Agreement"). For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. All references to "Qwest Loyal Advantage" or "QLA" are hereby replaced with "CenturyLink Loyal Advantage."

CenturyLink and Customer wish to amend the Agreement as follows:

1. Term. By checking one of the boxes below, Customer indicates that it is increasing the length of its existing Term. Customer understands and agrees that it may not decrease the length of its existing Term.

- No Changes.** Customer's existing Initial Term will remain in effect.
- New Initial Term.** The parties agree to start a new Initial Term that begins on the Amendment Effective Date. Customer's new Term is one year (600051 code)..
- Extension of the Initial Term.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date. Customer's new Term is Select Term in Drop-down.

2. Modifications. To the extent that the following provisions are not already in the Agreement or in a previous amendment, they are added through this Amendment. The Agreement is amended as follows:

2.1 Section 2 Term is deleted and replaced with the following:

Term. The Term of the Agreement will continue through June 30, 2021 ("Renewal Term"). The parties may agree in writing to renew the Agreement upon mutual agreement for an additional Renewal Term of 1 year, or period agreed upon by the parties, at least 30 days prior to the expiration of any Renewal Term. If the parties fail to renew the Agreement and Customer continues to use Services, the Agreement will automatically renew on a month to month basis until either party provides 60 days written notice to the other party to terminate the Agreement.

3. Miscellaneous. This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink's electronic signature process for the Agreement is acceptable.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

CENTURYLINK COMMUNICATIONS, LLC

COUNTY OF MONTEREY

Susan Baker

Eric Chatham

Eric Chatham (Jun 15, 2020 15:27 PDT)

Authorized Signature

Authorized Signature

Susan Baker

Eric Chatham

Name Typed or Printed

Name Typed or Printed

Manager-Offer Management

Director ITD

Title

Title

6/15/2020

6/15/2020

Date

Date

Approved as to Form:

DocuSigned by:

Katherine Hansen

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CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

THIS AMENDMENT NO. Seven (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and **COUNTY OF MONTEREY** ("Customer"), hereby amends the CenturyLink Loyal Advantage Agreement or Qwest Loyal Advantage Agreement, as applicable, Content ID: 960424, 974641, 1074546, 1171673, 1224975 and 1370030, as may have been previously amended (the "Agreement"). For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. All references to "Qwest Loyal Advantage" or "QLA" are hereby replaced with "CenturyLink Loyal Advantage."

CenturyLink and Customer wish to amend the Agreement as follows:

1. Modification of Term. Section 2 Term is deleted and replaced with the following:

The Term of the Agreement will continue through June 30, 2021 ("Renewal Term"). The parties may agree in writing to renew the Agreement upon mutual agreement for an additional Renewal Term of 1 year, or period agreed upon by the parties, at least 30 days prior to the expiration of any Renewal Term. If the parties fail to renew the Agreement and Customer continues to use Services, the Agreement will automatically renew on a month to month basis until either party provides 60 days written notice to the other party to terminate the Agreement.

2. Modifications to Pricing. The Agreement is amended as follows:

2.1 The following rates for Tiered IQ Networking Private Port are added to the existing IQ Networking Service Exhibit Pricing Attachment:

Tiered Gigabit Ethernet (1000 Mbps) Private Port	Install NRC*	Net Rate MRC
500 Mbps	\$4,000.00	\$900.00

*Install NRC will receive 100% discount so long as such Service ordered hereunder remains installed for at least 12 consecutive months ("Minimum Discount Term"). If this Agreement or any Service subject to this discount is terminated or cancelled prior to the conclusion of the Minimum Discount Term for reasons other than for Cause by Customer, then Customer must repay (in addition to any applicable Cancellation Charge) the amount of the applicable Install NRC.

2.2 The following rates for Precise Burstable Fast Ethernet 100 Mbps (Precise Burstable Minimum = 10 Mbps) Private Port / Internet Port Other Access from Section 1.3 (a) of the existing IQ Networking Service Exhibit Pricing Attachment are restated:

Precise Burstable Fast Ethernet 100 Mbps (Precise Burstable Minimum = 10 Mbps) Private Port / Internet Port Other Access	Install NRC*	Net Rate MRC per Mbps
0 – 10.000 Mbps	\$1,500.00	\$19.00
10.001 – 20.000 Mbps	\$1,500.00	\$17.00
20.001 – 30.000 Mbps	\$1,500.00	\$16.70
30.001 – 40.000 Mbps	\$1,500.00	\$15.00
40.001 – 50.000 Mbps	\$1,500.00	\$13.70
50.001 – 60.000 Mbps	\$1,500.00	\$13.40
60.001 – 70.000 Mbps	\$1,500.00	\$11.70
70.001 – 80.000 Mbps	\$1,500.00	\$10.80
80.001 – 90.000 Mbps	\$1,500.00	\$10.00
90.001 – 100.000 Mbps	\$1,500.00	\$8.90

*Install NRC will receive 100% discount so long as such Service ordered hereunder remains installed for at least 12 consecutive months ("Minimum Discount Term"). If this Agreement or any Service subject to this discount is terminated

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or cancelled prior to the conclusion of the Minimum Discount Term for reasons other than for Cause by Customer, then Customer must repay (in addition to any applicable Cancellation Charge) the amount of the applicable Install NRC.

4. Modifications to Local Access Attachment. Due to a previous pricing error, CenturyLink agrees to continue to provide Local Access Service at 1590 Moffett St Salinas, CA at no cost for 12 months following the Amendment Effective Date. CenturyLink and Customer agree that beginning in the 13th Month following the Amendment Effective date the Pricing in the second table below will be effective.

MONTHS 1-12:

NPA/NXX or CLLI	Service Address	Loop Tracking ID	Type of Local Access	Service Term in Months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
SLNSCA01DS0	1590 MOFFETT ST SALINAS, CA 93905	200630733049	ELA Native – SingleCoSlow	12 Months	Gigabit Ethernet	\$0.00	\$0.00
408/988	4650 OLD IRONSIDES DR SANTA CLARA, CA 95054	2020DCIxxx	XCA-Data Center	12 Months	Gigabit Ethernet	\$0.00	\$0.00
SLNSCA01DS0	1590 MOFFETT ST SALINAS, CA 93905	150917573943	CLPA – Fast Ethernet	12 Months	100 Mbps	\$500.00	\$0.00
408/988	4650 OLD IRONSIDES DR SANTA CLARA, CA 95054	150917573942	CLPA – Fast Ethernet	12 Months	100 Mbps	\$0.00	\$0.00

MONTHS 13 TO END OF TERM:

NPA/NXX or CLLI	Service Address	Loop Tracking ID	Type of Local Access	Service Term in Months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
SLNSCA01DS0	1590 MOFFETT ST SALINAS, CA 93905	200630733049	ELA Native – SingleCoSlow	Months 13+	Gigabit Ethernet	\$2,685.00	\$0.00
408/988	4650 OLD IRONSIDES DR SANTA CLARA, CA 95054	2020DCIxxx	XCA-Data Center	Months 13+	Gigabit Ethernet	\$0.00	\$0.00
SLNSCA01DS0	1590 MOFFETT ST SALINAS, CA 93905	150917573943	CLPA – Fast Ethernet	Months 13+	100 Mbps	\$500.00	\$0.00
408/988	4650 OLD IRONSIDES DR SANTA CLARA, CA 95054	150917573942	CLPA – Fast Ethernet	Months 13+	100 Mbps	\$0.00	\$0.00

5. Modifications. To the extent that the following provisions are not already in the Agreement or in a previous amendment, they are added through this Amendment. The Agreement is amended as follows:

5.1 General.

(a) CenturyLink's Information Services Schedule ("ISS"), Rates and Services Schedules ("RSS") and Tariff (which includes CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules) are posted at the following links and are incorporated by this reference:

- The ISS is located at http://www.centurylink.com/tariffs/clc_info_services.pdf
- The RSS is located at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf
- The Tariff is located at <http://www.centurylink.com/tariffs>

5.2 HIPAA. If the Agreement has a HIPAA section, then that section is deleted and replaced with the following HIPAA section, otherwise the following section is added to the Agreement.

CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

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5.3 No Resale; Compliance. The “No Resale; Compliance” section is replaced as follows:

No Resale; Security. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink’s standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink’s Services. 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.

5.4 Transport Services. The parties acknowledge that the Federal Communications Commission’s reliability rules mandates the identification and tagging of any circuits or equivalent data paths (“Transport Services”) to public safety answering points that are used to transport 9-1-1 calls and information (“9-1-1 Data”). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

6. Pricing. Changes to pricing of Customer’s existing Services will be effective on the second full billing cycle following the Amendment Effective Date. CenturyLink reserves the right to modify rates after the conclusion of each Service’s minimum service period upon not less than 30 days’ prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer’s ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

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

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that notices for Services purchased under the Select Advantage Service Exhibit Customer 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 a Service Exhibit. Customer’s notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: 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.

(b) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th 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.

8. Miscellaneous.

8.1 On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC d/b/a CenturyLink QCC changed its name to CenturyLink Communications, LLC. The term “CenturyLink QCC” refers to the former “d/b/a CenturyLink QCC” company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC. References in the Agreement to “Qwest Communications Corporation,” “Qwest Communications Company, LLC,” or “QCC” are replaced with “CenturyLink Communications, LLC”.

8.2 This Amendment will be effective as of the date it is executed by CenturyLink after the Customer’s signature (the “Amendment Effective Date”) and will become part of the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink’s electronic signature process for the Agreement is acceptable.

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The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

CENTURYLINK COMMUNICATIONS, LLC

COUNTY OF MONTEREY

DocuSigned by:

DocuSigned by:

Sue Baker

Eric Chatham

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747D882C78D04AE

Authorized Signature

Authorized Signature

Sue Baker

Eric Chatham

Name Typed or Printed

Name Typed or Printed

Manager-Offer Management

Director of Information Technology

Title

Title

7/17/2020 | 3:12 PM PDT

7/20/2020 | 11:13 AM PDT

Date

Date

DocuSigned by:

Katherine Hansen

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Katherine Hansen

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