

ORDER ADDENDUM
For Services Provided by LUMEN TECHNOLOGIES GROUP

This Order Addendum is between CenturyLink Communications, LLC d/b/a Lumen Technologies Group ("Lumen") and Natividad Medical Center ("Customer") and modifies Order No. **854373** that Customer is executing and delivering contemporaneously with execution of this Order Addendum and in the form attached as Exhibit A (the "Order"). This Order Addendum is effective on the date the last party signs it. Except as set forth in this Order Addendum, capitalized terms will have the definitions assigned to them in the applicable underlying agreement.

1. Reference Governing Agreement . The Order is governed by the Loyal Advantage Agreement between County of Monterey and Lumen, effective July 15, 2015, which Natividad Medical Group is an authorized purchaser.

All other terms and conditions in the Order will remain in full force and effect and be binding upon the parties. This Order Addendum will only apply to the Order(s) identified above and will not apply to any other orders. If there is a conflict between this Order Addendum and the Order(s), the terms of this Order Addendum will govern. By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Order Addendum.

Natividad Medical Center

Lumen Technologies Group

Authorized Signature

Name Typed or Printed

Title

Date

Susan Baker

Authorized Signature

Susan Baker

Name Typed or Printed

Manager-Offer Management

Title

11/10/2020

Date

Reviewed and approved as to form.
11/17/2020

Approved as to fiscal provisions.
11-17-2020

Stacy L. Sadler
Deputy County Counsel

gary k giboney
Chief Deputy Auditor-Controller

ORDER ADDENDUM
For Services Provided by LUMEN TECHNOLOGIES GROUP

EXHIBIT A-Order No. 854373



Company Name: Natividad Medical Center
 Quote #: 854373
 Quote Expiration Date: 1/5/2021

Service Order

Company Name:	Natividad Medical Center	Billing Address:	
Billing Site Name:	Natividad Medical Center	Street:	1441 CONSTITUTION BLVD
Billing Account Number:	New	City, State, Zip:	SALINAS, California 93906
Currency:	USD		
CenturyLink Affiliate:	CenturyLink Communications, LLC		

Primary Contact:	Billing Contact:
Name: Ari Entin	Name: Ari Entin
Email: entina@natividad.com	Email: entina@natividad.com
Phone: (831) 755-4111	Phone: (831) 755-4111

Lumen Contact Details	Name	Phone	Email
Sales Representative	Gabriel Taylor		gabriel.taylor@lumen.com

Quote Summary

Quote Description (for informational purposes only) SLM Initial Service Term 36
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36 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	5,190.34	0.00
Existing Totals	0.00	0.00
Delta Totals	5,190.34	0.00



Company Name: Natividad Medical Center

Quote #: 854373

Quote Expiration Date: 1/5/2021

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	1	Hosting	Security Log Monitoring 2.0 Foundational Data Collection (GB Per Day): 10 Additional Data Collection (GB Per Day): 40 Total Data Collection (GB Per Day): 60 Log Retention: 1 Year Security Analytics: Yes SOC Monitoring: Yes Cloud Security Monitoring: 10 Emergency Response (\$425/hr if used): Yes	5,190.34	0.00	5,190.34	0.00
Group Totals				5,190.34	0.00	5,190.34	0.00

Customer Acceptance

- "Lumen" is defined for purposes of this Service Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Order. By signing this quote (hereinafter, a "Service Order"), Customer orders the services in this Service Order ("Services"). The Services will be provided by the Lumen affiliate identified above subject to the Lumen or CenturyLink Master Service Agreement and applicable Service Schedule(s) or Service Attachment(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If the parties have not executed a Lumen or CenturyLink Master Services Agreement, but have executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement will apply to the Service(s) (to the extent not inconsistent with this Service Order); in such cases, the current standard Service Schedule(s) or Service Attachment(s) applicable to the Service(s) will apply. If the parties have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) or Service Attachment(s) governing the Services and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement and applicable standard Service Schedule(s) or Service Attachment(s) will govern, copies of which are available upon request.

Unless otherwise provided in the applicable Service Schedule or Service Attachment to the governing agreement, the date on which Lumen will commence billing is upon install, delivery of the Service or by the manner described in an applicable Service Schedule(s) or Service Attachment (s). If the Affiliate Agreement and Service Schedule or Service Attachment governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the applicable Service Attachment(s). "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

- Any Service Order that is not executed by Customer prior to the Quote Expiration Date (as indicated above) will be cancelable by Lumen in its sole discretion. Without limiting any other Lumen right, acceptance of this Service Order is subject to credit approval.

Terms and Conditions

1. In addition to the Agreement and this Service Order, including any relevant Service Attachments, Customer's use of Services is subject to: the Security Log Monitoring Supplemental Terms, available at <https://www.ctl.io/legal/security-log-monitoring/supplemental-terms/>; the Security Log Monitoring Service Level Agreement, available at: <https://www.ctl.io/legal/security-log-monitoring/sla/>; and the Security Log Monitoring Service Guide, available at: <http://www.centurylink.com/business/support/service-guides.html>, all of which can be updated by Lumen upon posting.
2. The Emergency Response Service, as noted in the Service Details table above under Security Log Monitoring 2.0, is not included in the MRC for Secure Log Monitoring 2.0. The Emergency Response Service is a \$0 retainer, usage-based service.
No cost will be incurred by Customer until the service is requested by Customer in accordance with the terms and conditions described in Section 1 of the Terms and Conditions section of this Service Order. Reasonable, documented, actual out-of-pocket expenses incurred in providing the Services to Customer are in addition to the hourly rate identified above.
Additional Security Services may have additional charges not otherwise specified in the above table.

Additional Terms

1. **Expedite Request Fee:** If Customer requests that Lumen accelerate a service delivery date and Lumen in its sole discretion agrees to accelerate such date, Customer will pay, as invoiced by Lumen, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the service delivery date identified by the order/project manager and documented in Lumen's order management system.
2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the service delivery date, Customer will pay, as invoiced by Lumen, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by Lumen, and (iii) third party charges and fees incurred by Lumen as the result of Customer's requested change.
3. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Service Order without liability; or otherwise, Customer is deemed to accept the increase.
4. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Service Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
5. Charges for certain Services may be subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and, if applicable, will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.
6. Equipment provided by Lumen to be located in Customer's premises ("CPE") may be subject to additional standard terms as provided by Lumen. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.



Company Name: Natividad Medical Center

Quote #: 854373

Quote Expiration Date: 1/5/2021

Except to the extent required by open records act or similar law, this Service Order may not be disclosed to third parties. Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description at the top of this Service Order is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect. Customer places this Service Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. It is non-binding until accepted by Lumen.

Natividad Medical Center

Susan Baker

Name: Susan Baker

Title: Manager-Offer Manangement

Date: Nov 10, 2020