

Service Order

Company Name: Monterey, County of Billing Site Name: Monterey, County of Billing Account Number: 622030 Currency: USD CenturyLink Affiliate: CenturyLink Communications, LLC	Billing Address: Street: 1590 Moffett St. City, State, Zip: Salinas, California 93905
Primary Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000	Billing Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000

CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Natasha Stel		natasha.stel@centurylink.com
Solutions Engineer	Michael Olson		michael.olson2@centurylink.com

Quote Summary

Quote Description (for informational purposes only)
DR DB Server 12 months
Initial Service Term
12

12 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	2,814.50	4,725.00
Existing Totals	0.00	0.00
Delta Totals	2,814.50	4,725.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	1	Hosting	Disaster Recovery Management Services 1.0 DR Technology: SafeHaven Number of Protected Servers: 13	1,144.00	0.00	1,144.00	4,225.00
Add		Hosting	DR Manager 1.0 Hours: 6.25	937.50	0.00	937.50	0.00
Add		Hosting	DR Replication for Active Directory 1.0 Number of Primary AD Servers: 1 Number of Protected Servers in AD Domain: 13	493.00	0.00	493.00	250.00
Add	2	Hosting	Virtual Intelligent Hosting Instance NOS: Red Hat Enterprise Linux AS v6 64 bit Managed Operating System Data Center: ZZSC9	240.00	0.00	240.00	250.00
Group Totals				2,814.50	0.00	2,814.50	4,725.00

Usage Per Unit	Tier	Usage Rate
1. DR Manager 1.0 Hours	-	150.0

Customer Acceptance

- Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services in this Service Order ("Services"). The Services will be provided by the CenturyLink affiliate identified above subject to the CenturyLink Master Service Agreement and applicable Service Schedule(s) or Service Attachment(s) between CenturyLink and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If the parties have not executed a CenturyLink Master Services Agreement, but have executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service(s) herein (to the extent not inconsistent with this Service Order); in such cases, the current standard CenturyLink Service Schedule(s) or Service Attachment(s) applicable to the Service(s) will apply. If the parties have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) or Service Attachment(s) governing the Services and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement and applicable standard CenturyLink 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 per the section above, the date on which CenturyLink shall 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 CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the applicable Service Attachment(s). "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and 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, or other CenturyLink approved service agreement, for non-government customers (each, a CenturyLink 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 which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancelable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to credit approval.

Additional Terms

1. **Expedite Request Fee:** If Customer requests that CenturyLink accelerate a service delivery date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink's order management system.
2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the service delivery date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.
3. Prior to installation, CenturyLink 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 CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink 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.centurylink.com/taxes>.
6. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") may be subject to additional standard terms as provided by CenturyLink. 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.

Monterey, County of

Name:

Title:

Date:

Service Order

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Primary Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000	Billing Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000

CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Natasha Stel		natasha.stel@centurylink.com
Solutions Engineer	Michael Cowburn		michael.cowburn@centurylink.com

Quote Summary

Quote Description (for informational purposes only)
renewal 12 months
Initial Service Term
12

12 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	36,868.21	0.00
Existing Totals	49,197.53	0.00
Delta Totals	-12,329.32	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Network	HAN Internet Access 3.0 (R) AIP 710835 Data Center: ZZSC8 Scenario: Managed Hosting Internet BGP: N/A	0.00	0.00	0.00	0.00
Renewal		Network	HAN Port Activation - GigE 1.0 AIP 710836	55.70	69.00	-13.30	0.00
Renewal	1	Network	HAN Internet Bandwidth 3.0 (R) AIP 710839 Region: North America Usage Calculation: 95th Percentile Higher of In or Out Base Bandwidth (Mbps): 100	516.79	640.18	-123.39	0.00
Renewal	1	Hosting	Managed Firewall 3.0 IDC (R) AIP 710840 Data Center: ZZSC8 IPS: Yes Vendor: Cisco Model: ASA5515-X URL: No Failover: Yes-Active/Passive Ethernet Upgrade: Not Required Number of Virtual Firewall: Not Required Site to Site VPN: 2 Client Users: 5	1,057.11	1,309.50	-252.39	0.00
Renewal	1	Hosting	Savvis Data Protect Backup 1.0 (R) AIP 710872 Subscription (GBs): 16384 [MRR Per Unit: \$0.22]	3,653.73	4,526.08	-872.35	0.00
Renewal		Hosting	Active Backup Clients 1.0 AIP 710873 Active Clients: 26	341.07	422.50	-81.43	0.00
Renewal		Hosting	Offsite Tape Archive 1.0 AIP 710874 Amount Archived per Frequency (GBs): 1024 Archive Frequency: Monthly Archive Retention: 84 Months	370.74	459.26	-88.52	0.00
Renewal	1	Hosting	Threat Management Service 1.0 (R) AIP 710877 Data Center: ZZSC8 TMS - Scanned Devices: 30	601.41	745.00	-143.59	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Hosting	Unified Storage 1.0 (R) AIP 710878 Velocity (GBs): 0 Velocity Replication (GBs): 0 Vital (GBs): 13312 Vital Replication (GBs): 8192 Value (GBs): 5120 Value Replication (GBs): 5120 Velocity Total (GBs): 0 Vital Total (GBs): 21504 [MRR Per Unit: \$0.49] Value Total (GBs): 10240 [MRR Per Unit: -\$0.15]	11,922.98	14,769.66	-2,846.68	0.00
Renewal		Hosting	Unified Storage Replication 1.0 AIP 710879 :	393.54	487.50	-93.96	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Node (R) AIP 710880 Data Center: ZZSC8 Node Configuration: HP DL360 Gen9 NIC: 1 GigE CPU Count: 2 CPU Speed: 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core RAM: 256GB Hard Drive: 2x80GB SSD	1,998.58	2,475.75	-477.17	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710881 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710882 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	55.92	63.75	-7.83	0.00
Renewal		Hosting	Savvis Directory Services 1.0 AIP 710883 Service: Active Directory	181.63	225.00	-43.37	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710884 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal		Hosting	Web Application Software 1.0 AIP 710885 Application: Microsoft IIS	90.82	112.50	-21.68	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710886 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710887 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710888 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710889 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710891 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710893 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710894 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal		Hosting	Savvis Directory Services 1.0 AIP 710895 Service: Active Directory	181.63	225.00	-43.37	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710897 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710898 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710900 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710904 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710905 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Node (R) AIP 710906 Data Center: ZZSC8 Node Configuration: HP DL360 Gen9 NIC: 1 GigE CPU Count: 2 CPU Speed: 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core RAM: 256GB Hard Drive: 2x80GB SSD	1,998.58	2,475.75	-477.17	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710907 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Node (R) AIP 710908 Data Center: ZZSC8 Node Configuration: HP DL360 Gen9 NIC: 1 GigE CPU Count: 2 CPU Speed: 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core RAM: 256GB Hard Drive: 2x80GB SSD	1,998.58	2,475.75	-477.17	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 710909 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	51.46	63.75	-12.29	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 760023 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	54.89	68.00	-13.11	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 760024 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	54.89	68.00	-13.11	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 765375 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	54.89	68.00	-13.11	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 789592 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	54.89	68.00	-13.11	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 789593 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	54.89	68.00	-13.11	0.00
Renewal	1	Hosting	Virtual Intelligent Hosting Instance (R) AIP 864314 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU Data Center: ZZSC8	118.89	132.00	-13.11	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	1	Hosting	Advanced Managed Services 1.0 Region: North America Type of CTA: Unnamed Remote CTA Metropolitan Area: NA CTA Market Level: NA Committed Service Hrs/Mo CTA: 0 Type of Windows TSE: Unnamed Remote Committed Service Hrs/Mo Win: 20 TSE-Cloud/Virt Type: Unnamed Remote TSE-Cloud/Virt Commit Hrs/Mo: 0 Type of Unix TSE: Unnamed Remote Committed Service Hrs/Mo Unix: 0 Type of Network TSE: Unnamed Remote Committed Service Hrs/Mo NET: 0 Type of DBA TSE: Unnamed Remote Committed Service Hrs/Mo DBA: 0 Type of Storage TSE: Unnamed Remote Committed Service Hrs/Mo Stor: 0 Type of Application TSE: Unnamed Remote Committed Service Hrs/Mo APP: 0 Type of SAM: Unnamed Remote SAM Metropolitan Area: NA SAM Market Level: NA Committed Service Hrs/Mo SAM: 0 Committed Service Hrs/Mo Adaptive: 0 Type of Flex: Unnamed Remote Committed Service Hrs/Mo Flex: 0 Type of TAM: Unnamed Remote Committed Service Hrs/Mo TAM: 0 Type of CSM: Unnamed Remote CSM Metropolitan Area: NA CSM Market Level: NA Committed Service Hrs/Mo CSM: 10	5,685.75	0.00	5,685.75	0.00
Delete	1	Delete	Savvis Service Management 3.0 AIP 710876 Hours: 20 Resource: Technical Service Engineer - OS (Windows)	0.00	2,800.00	-2,800.00	0.00
Delete	1	Delete	Virtual Intelligent Hosting Instance AIP 710890 Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	63.75	-63.75	0.00
Delete	1	Delete	Virtual Intelligent Hosting Instance AIP 710892 Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	63.75	-63.75	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Hosting	Managed Server 1.0 (R) AIP 710842 Data Center: ZZSC8 Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System OS Ownership: CenturyLink RAM: 128 GB Service Level: Managed Server	601.30	601.30	0.00	0.00
Renewal		Hosting	Connectivity Card 1.0 AIP 710844 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00
Renewal		Hosting	Connectivity Card 1.0 AIP 710843 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00
Renewal with Changes		Hosting	Database Server Software 1.0 AIP 710845 Application: Microsoft SQL CPU License Count: 12 Database Posture: N/A Database Type: Enterprise Edition License Ownership: Customer (CenturyLink)	341.25	4,778.25	-4,437.00	0.00
Renewal		Hosting	SAN Connect (Dual Port) 1.0 AIP 710846	87.00	87.00	0.00	0.00
Renewal	1	Hosting	Managed Server 1.0 (R) AIP 710847 Data Center: ZZSC8 Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System OS Ownership: CenturyLink RAM: 128 GB Service Level: Managed Server	601.30	601.30	0.00	0.00
Renewal		Hosting	Connectivity Card 1.0 AIP 710848 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal		Hosting	Connectivity Card 1.0 AIP 710849 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00
Renewal with Changes		Hosting	Database Server Software 1.0 AIP 710850 Application: Microsoft SQL CPU License Count: 12 Database Posture: Standby DR/Passive Microsoft SQL Instance Database Type: Enterprise Edition License Ownership: Customer (CenturyLink)	341.25	341.25	0.00	0.00
Renewal		Hosting	SAN Connect (Dual Port) 1.0 AIP 710851	87.00	87.00	0.00	0.00
Renewal	1	Hosting	Managed Server 1.0 (R) AIP 710852 Data Center: ZZSC8 Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System OS Ownership: CenturyLink RAM: 128 GB Service Level: Managed Server	601.30	601.30	0.00	0.00
Renewal		Hosting	Connectivity Card 1.0 AIP 710854 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00
Renewal		Hosting	Connectivity Card 1.0 AIP 710853 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00
Renewal with Changes		Hosting	Database Server Software 1.0 AIP 710855 Application: Microsoft SQL CPU License Count: 12 Database Posture: N/A Database Type: Enterprise Edition License Ownership: Customer (CenturyLink)	530.00	4,778.15	-4,248.15	0.00
Renewal		Hosting	SAN Connect (Dual Port) 1.0 AIP 710856	87.00	87.00	0.00	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Hosting	Managed Server 1.0 (R) AIP 710857 Data Center: ZZSC8 Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System OS Ownership: CenturyLink RAM: 128 GB Service Level: Managed Server	601.30	601.30	0.00	0.00
Renewal		Hosting	Connectivity Card 1.0 AIP 710859 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00
Renewal		Hosting	Connectivity Card 1.0 AIP 710858 Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA	30.00	30.00	0.00	0.00
Renewal with Changes		Hosting	Database Server Software 1.0 AIP 710860 Application: Microsoft SQL CPU License Count: 12 Database Posture: Standby DR/Passive Microsoft SQL Instance Database Type: Enterprise Edition License Ownership: Customer (CenturyLink)	341.25	341.25	0.00	0.00
Renewal		Hosting	SAN Connect (Dual Port) 1.0 AIP 710861	87.00	87.00	0.00	0.00
Delete	1	Delete	Virtual Intelligent Hosting Instance AIP 710902 Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	63.75	-63.75	0.00
Group Totals				36,868.21	49,197.53	-12,329.32	0.00

Usage Per Unit	Tier	Usage Rate
1. HAN Internet Bandwidth 3.0 Base Bandwidth (Mbps)	-	10.25
2. Savvis Data Protect Backup 1.0 Subscription (GBs) > Usage Only	0 - 16384 GB	Included
3. Savvis Data Protect Backup 1.0 Subscription (GBs) > 16384	16384 - 25600 GB	0.332
4. Savvis Data Protect Backup 1.0 Subscription (GBs) > 25600	25600 - 30720 GB	0.327
5. Savvis Data Protect Backup 1.0		

Subscription (GBs) > 30720	30720 - 35840 GB	0.322
6. Savvis Data Protect Backup 1.0		
Subscription (GBs) > 35840	35840 - 46080 GB	0.317
7. Savvis Data Protect Backup 1.0		
Subscription (GBs) > 46080	46080 - 56320 GB	0.312
8. Savvis Data Protect Backup 1.0		
Subscription (GBs) > 56320	56320 - 81920 GB	0.307
9. Savvis Data Protect Backup 1.0		
Subscription (GBs) > 81920	81920 - 102400 GB	0.302
10. Offsite Tape Archive 1.0		
Amount Archived per Frequency (GBs)	-	0.5382
11. Advanced Managed Services 1.0		
Committed Service Hrs/Mo CTA	-	255.0
12. Advanced Managed Services 1.0		
Committed Service Hrs/Mo Win	-	225.0
13. Advanced Managed Services 1.0		
TSE-Cloud/Virt Commit Hrs/Mo	-	255.0
14. Advanced Managed Services 1.0		
Committed Service Hrs/Mo Unix	-	240.0
15. Advanced Managed Services 1.0		
Committed Service Hrs/Mo NET	-	255.0
16. Advanced Managed Services 1.0		
Committed Service Hrs/Mo DBA	-	280.0
17. Advanced Managed Services 1.0		
Committed Service Hrs/Mo Stor	-	255.0
18. Advanced Managed Services 1.0		
Committed Service Hrs/Mo APP	-	255.0
19. Advanced Managed Services 1.0		
Committed Service Hrs/Mo SAM	-	285.0
20. Advanced Managed Services 1.0		
Committed Service Hrs/Mo Adaptive	-	0.0
21. Advanced Managed Services 1.0		
Committed Service Hrs/Mo Flex	-	285.0
22. Advanced Managed Services 1.0		
Committed Service Hrs/Mo CSM	-	240.0
23. Advanced Managed Services 1.0		
Committed Service Hrs/Mo TAM	-	255.0

Customer Acceptance

- Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services in this Service Order ("Services"). The Services will be provided by the CenturyLink affiliate identified above subject to the CenturyLink Master Service Agreement and applicable Service Schedule(s) or Service Attachment(s) between CenturyLink and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If the parties have not executed a CenturyLink Master Services Agreement, but have executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service(s) herein (to the extent not inconsistent with this Service Order); in such cases, the current standard CenturyLink Service Schedule(s) or Service Attachment(s) applicable to the Service(s) will apply. If the parties have not executed a CenturyLink Master Service Agreement and/or applicable

Service Schedule(s) or Service Attachment(s) governing the Services and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement and applicable standard CenturyLink 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 per the section above, the date on which CenturyLink shall 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 CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the applicable Service Attachment(s). "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and 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, or other CenturyLink approved service agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

2. Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancelable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to credit approval.

Terms and Conditions

For any Advanced Managed Services in this Service Order, the following terms and conditions apply:

- (a) In addition to the Agreement, including any relevant Service Attachments, including this Service Order, Customer's use of the Services is subject to: the Advanced Managed Services Supplemental Terms available at <https://www.ctl.io/advanced-managed-services/supplemental-terms/> and the Advanced Managed Services Service Description available at <http://www.ctl.io/advanced-managed-services/service-description/>, both of which can be updated by CenturyLink upon posting.
 - (b) In the event of any inconsistencies between the product configuration and usage per unit descriptions and the Service Description, the Service Description will control.
2. Customer hereby commits to a monthly bandwidth amount ("Base Bandwidth") and agrees to pay the monthly charges associated with such Base Bandwidth. If, in any given month, Customer's "Actual Bandwidth" usage exceeds the Base Bandwidth, Customer shall pay, in addition to the Base Bandwidth charges, an Overage Charge calculated as follows: (Actual Bandwidth used less Base Bandwidth) multiplied by the variable usage rate defined in this Service Order.

CenturyLink uses a 95th percentile formula to calculate Actual Bandwidth as follows: The connection is sampled at standard intervals in the inbound and the outbound directions. For any given month, all the inbound samples collected for the month are sorted and the top 5% of samples are discarded and the peak value of the remaining 95% of the samples will yield the inbound 95th percentile usage. For the same month, all the outbound samples collected for the month are sorted and the top 5% of samples are discarded and the peak value of the remaining 95% of samples will yield the outbound 95th percentile usage. The higher of the inbound or the outbound 95th percentile usage rounded up to the nearest Mbps will yield the 95th percentile Actual Bandwidth usage.

Overage Charges are billed in arrears. For the first month only, if the Base Bandwidth ordered by Customer is not activated on the first of the month, the total charges will be prorated for the actual number of days the Base Bandwidth is in operation for the month.

Additional Terms

1. **Expedite Request Fee:** If Customer requests that CenturyLink accelerate a service delivery date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink's order management system.
2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the service delivery date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.
3. Prior to installation, CenturyLink 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 CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink 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.centurylink.com/taxes>.
6. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") may be subject to additional standard terms as provided by CenturyLink. 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.

Monterey, County of

Name:

Title:

Date:

Service Order

Company Name: Monterey, County of Billing Site Name: Monterey, County of Billing Account Number: 622030 Currency: USD CenturyLink Affiliate: CenturyLink Communications, LLC Primary Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000	Billing Address: Street: 1590 Moffett St. City, State, Zip: Salinas, California 93905 Billing Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000
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CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Natasha Stel		natasha.stel@centurylink.com
Solutions Engineer	Jonathan Sullivan		jonathan.sullivan@centurylink.com

Quote Summary

Quote Description (for informational purposes only)
Backup Increase Option 2 12 month
Initial Service Term
12

12 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	28,040.72	0.00
Existing Totals	20,665.00	0.00
Delta Totals	7,375.72	0.00

Service Details - 12 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Change	1	Hosting	Savvis Data Protect Backup 1.0 * AIP 710872 Subscription (GBs): 40960 [MRR Per Unit: \$0.24] (16384)	10,000.00	4,526.08	5,473.92	0.00
No Change		Hosting	Active Backup Clients 1.0 * AIP 710873 Active Clients: 26	422.50	422.50	0.00	0.00
No Change		Hosting	Offsite Tape Archive 1.0 * AIP 710874 Amount Archived per Frequency (GBs): 1024 Archive Frequency: Monthly Archive Retention: 84 Months	459.26	459.26	0.00	0.00
Change	1	Hosting	Unified Storage 1.0 * AIP 710878 Velocity (GBs): 0 Velocity Replication (GBs): 0 Vital (GBs): 15312 (13312) Vital Replication (GBs): 8192 Value (GBs): 7120 (5120) Value Replication (GBs): 5120 Velocity Total (GBs): 0 Vital Total (GBs): 23504 [MRR Per Unit: \$0.64] (21504) Value Total (GBs): 12240 [MRR Per Unit: \$0.14] (10240)	16,671.46	14,769.66	1,901.80	0.00
No Change		Hosting	Unified Storage Replication 1.0 * AIP 710879 :	487.50	487.50	0.00	0.00
Group Totals				28,040.72	20,665.00	7,375.72	0.00

Usage Per Unit	Tier	Usage Rate
1. Savvis Data Protect Backup 1.0 Subscription (GBs) > Usage Only	0 - 40960 GB	Included
2. Savvis Data Protect Backup 1.0 Subscription (GBs) > 40960	40960 - 46080 GB	0.94
3. Savvis Data Protect Backup 1.0 Subscription (GBs) > 46080	46080 - 56320 GB	0.91
4. Savvis Data Protect Backup 1.0 Subscription (GBs) > 56320	56320 - 81920 GB	0.89
5. Savvis Data Protect Backup 1.0 Subscription (GBs) > 81920	81920 - 102400 GB	0.87
6. Offsite Tape Archive 1.0 Amount Archived per Frequency (GBs)	-	0.5382

Customer Acceptance

1. Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services in this Service Order ("Services"). The Services will be provided by the CenturyLink affiliate identified above subject to the CenturyLink Master Service Agreement and applicable Service Schedule(s) or Service Attachment(s) between CenturyLink and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If the parties have not executed a CenturyLink Master Services Agreement, but have executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service(s) herein (to the extent not inconsistent with this Service Order); in such cases, the current standard CenturyLink Service Schedule(s) or Service Attachment(s) applicable to the Service(s) will apply. If the parties have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) or Service Attachment(s) governing the Services and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement and applicable standard CenturyLink 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 per the section above, the date on which CenturyLink shall 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 CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the applicable Service Attachment(s). "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and 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, or other CenturyLink approved service agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

2. Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancelable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to credit approval.

Additional Terms

1. **Expedite Request Fee:** If Customer requests that CenturyLink accelerate a service delivery date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink's order management system.
2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the service delivery date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.
3. Prior to installation, CenturyLink 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 CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink 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.centurylink.com/taxes>.
6. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") may be subject to additional standard terms as provided by CenturyLink. 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.

Monterey, County of

Name:

Title:

Date:

CenturyLink Agreement

Service Order

Company Name: Monterey, County of Billing Site Name: Monterey, County of Billing Account Number: 622030 Currency: USD Primary Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000	Billing Address: Street: 1590 Moffett St. City, State, Zip: Salinas, California 93905 Billing Contact: Name: Paresh Patel Email: PatelP1@co.monterey.ca.us Phone: 831-755-5000
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CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Natasha Stel		natasha.stel@centurylink.com
Solutions Engineer	Michael Cowburn		michael.cowburn@centurylink.com

Quote Summary

Quote Description (for informational purposes only)
SOW for DR work
Initial Service Term
1

1 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	0.00	3,570.00
Existing Totals	0.00	0.00
Delta Totals	0.00	3,570.00

Service Details - 1 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	1	Hosting	Consulting Svc Time & Material na SOW Number: 842653 SOW Name: DR Database LogShipping Setup Service Description: DR Database LogShipping Setup Service Category: Applications	0.00	0.00	0.00	3,570.00
Add	1	Hosting	Consulting Services na SOW Number: 842653 SOW Name: DR Database Service Description: DR Database LogShipping Setup Service Category: Applications	0.00	0.00	0.00	0.00
Group Totals				0.00	0.00	0.00	3,570.00

Customer Acceptance

- Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services identified above ("Services"). By signing this Service Order, Customer hereby agrees that the Services will be provided in accordance with the governing service agreement between Customer and CenturyLink, as amended herein, any other documents attached thereto, and the SE, located at www.centurylinktechnology.com/legalguides and incorporated by this reference herein (collectively, the "Agreement" or "MSA"). As used herein, SE shall refer to the CenturyLink Service Exhibit and any applicable Service Schedules, Service Guides, and service level agreements ("SLAs") attached and/or incorporated thereto. In the event of any conflict of terms between the underlying service Agreement and the SE, the SE will govern.
- Any Service Order which is not executed by Customer prior to the Quote Expiration Date (as indicated herein) shall be cancellable by CenturyLink in its sole discretion. Without limiting any other CenturyLink right, acceptance of this Service Order is subject to credit approval.

Additional Terms

- Expedite Request Fee:** If Customer requests that CenturyLink accelerate a Service Delivery Date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink's order management system.
- Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the Service Delivery Date, Customer agrees to pay, as invoiced by CenturyLink, 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 CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.

Customer hereby agrees to the terms and conditions and authorizes the commencement of Services as defined in the Statement of Work ("SOW") attached hereto and incorporated herein.

Upon Customer's signature on this Service Order, Customer acknowledges the Quote Description is provided solely for informational and illustrative purposes only and such Quote Description is nonbinding with no force or effect.

CenturyLink Communications, LLC

Monterey, County of

Name:

Name:

Title:

Title:

Date:

Date:

