

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

**THIS AMENDMENT NO. 1** (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, 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.

2.  **Addition of Services.** Customer is adding a new Service to the Agreement. If this Section 2 is not checked, Customer's existing Services as set forth in the Agreement will remain in effect. Customer's new Services are added as follows:

- **DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**
- **LOCAL ACCESS SERVICE EXHIBIT**


The attached contract documents(s) associated with the addition of Services(s) may include, but is not limited to the following: Service Exhibit(s), Pricing Attachment(s), and Service Attachments, which are added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the contract documents attached to this Amendment.

3. **Pricing.** Any new rates applicable to Customer's existing Services will become effective at CenturyLink's earliest opportunity, but in no event later than 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.


4. **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.

**CUSTOMER: COUNTY OF MONTEREY**

  
\_\_\_\_\_  
Authorized Signature  
Michael J. Miller  
\_\_\_\_\_  
Name Typed or Printed  
Auditor-Controller  
\_\_\_\_\_  
Title  
9/29/15  
\_\_\_\_\_  
Date

**CENTURYLINK COMMUNICATIONS, LLC**

  
\_\_\_\_\_  
Authorized Signature  
Amanda R. Royce  
\_\_\_\_\_  
Name Typed or Printed  
Global Relationship Mgr  
\_\_\_\_\_  
Title  
9/29/15  
\_\_\_\_\_  
Date  
IN BEHALF OF J. PARFLOR

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

1. **General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

2. **Service.**

2.1 **Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

2.2 **Ports.** CenturyLink offers Service in the following port ("Port") types:

(a) **Internet Port.** Internet Ports provide public Internet connectivity.

(b) **Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

(c) **Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.

(d) **CenturyLink IQ® + Port.** A CenturyLink IQ + Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, other than for a CenturyLink IQ + Port using CenturyLink Data Center Access, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using Pro-MET® Remote Standard Service or 24x7 on-site maintenance using Pro-MET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.

2.3 **Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports except for a CenturyLink IQ + Port using CenturyLink Data Center Access. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Except for CenturyLink IQ + Ports, CenturyLink will provide Select Management with each domestic Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port, Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

(a) **Monitor and Notification.** Monitor and Notification is included with CenturyLink IQ + Ports other than for a CenturyLink IQ + Port using CenturyLink Data Center Access and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

(b) **Select Management.** Select Management includes 24x7x365 up/down monitoring as well as 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

(c) **Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels

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for remote communication between Customer locations. IPsec is only available on approved Cisco and Adtran devices. IPsec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with Private Ports, the Private Port functionality of Enhanced Ports and CenturyLink IQ + Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

**2.7 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.8 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The

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Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) **Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.9 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports and CenturyLink IQ + Ports respectively. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports or CenturyLink IQ + Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. For CenturyLink IQ + Ports only, the rates for the (a) Local Access, (b) Monitor and Notification (if included with a CenturyLink IQ + Port) and (c) optional Rental CPE and Priority Queuing are presented with the Port rates. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

**4.1 Pricing Methodologies.**

(a) **Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) **Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) **Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

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(d) **Data Transfer.** Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment for CenturyLink IQ + Ports or (b), on year for other domestic Ports (each a "Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, CenturyLink IQ + Ports and other domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

(a) Domestic Internet Port, Private Port or Enhanced Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ + Ports: (i) 100% of the CenturyLink IQ + Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology; or (iii) upgrades any Port to a CenturyLink IQ + Port. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ + Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ + Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to new Analog VoIP Service or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** 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. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

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8. **AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.
9. **SLA.** Ports other than CenturyLink IQ + Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ + Ports are subject to the CenturyLink IQ + Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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PRICING ATTACHMENT**

**1. Pricing**

**1.1 Network Management Service MRCs.**

**(a) NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device*	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A
Monitor and Notification (for non-CenturyLink IQ + Ports)	N/A	\$35.00 per device	N/A

\*CenturyLink will provide Select Management with domestic CenturyLink IQ Networking Internet, Private and Enhanced Ports unless Customer elects to opt out.

**(b) NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notification	\$35.00 per device	N/A

**1.2 CenturyLink IQ Networking Features.**

**(a) Secure IP Gateway.**

Description	NRC
Secure IP Gateway Activation Fee	\$200.00 per each Enhanced Port

**(b) VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

**(c) Backbone Prioritization:** Backbone prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

**1.3 Port Pricing Tables.** Some Port types or Port speeds may not be available in all areas or with certain types of access. CenturyLink IQ + Port pricing may be located in a valid signed CenturyLink issued quote, if available. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement or, if a quote applies, sign a new quote that includes the Service Address, type, and details of the new CenturyLink IQ + Port.

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**(a) Precise Burstable Pricing.**

<b>Precise Burstable Fast Ethernet 100 Mbps (Precise Burstable Minimum = 10 Mbps) Private Port / Internet Port other Access</b>	<b>Install NRC</b>	<b>Net Rate MRC Per Mbps</b>
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



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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between  
Country of Monterey ("Customer")  
and

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

County of Monterey  
Customer Company Name  
Michael J. Miller  
Authorized Signature of Customer  
Michael J. Miller  
Print or Type Name  
Auditor - Controller  
Title  
9/29/15  
Date

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

1. **General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. **Service Description and Availability.**

2.1 **Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 **Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) **Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) **Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic.) "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ<sup>SM</sup> Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) **Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) **DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

(e) **IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

2.3 **Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 **CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) **On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity

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between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

**(b) Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

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**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

**(c) Construction.** Construction charges, which may include third party charges, apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled. After acceptance of the charge, any adjustments imposed by a third party will be passed through to Customer only after notification and acceptance by Customer. If Customer does not accept the adjustments, Customer may terminate the Construction and will be liable only for the costs of the Construction completed.

**(d) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

**(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

**(b) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(c) Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**(d) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

(i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.

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(ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

(e) **Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. **Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. **Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

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**PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.
2. Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the correct NPA/NXX or CLLI or Service Address. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a specific local access provider or route may be subject to different pricing.

NPA/NXX or CLLI	Service Address	Loop Tracking ID	Type of Local Access	Minimum Service Term in months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
831796	1590 MOFFETT ST, SALINAS, CA 93905	150917573943	CLPA – Fast Ethernet	36 Months	100 Mbps	\$500.00	\$0.00
408988	4650 OLD IRONSIDES DR, SANTA CLARA, CA 95954	150917573942	CLPA - XCA Ethernet	36 Months	100 Mbps	\$0.00	\$0.00

3. Prior to ordering additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address, Customer and CenturyLink must execute a separate amendment to this Agreement.
4. **CenturyLink Provided Access Install NRC Discount.** A CenturyLink Provided Access Service Install NRC specified on a valid quote form or Pricing Attachment for Local Access will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer 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, Customer must repay (in addition to any applicable Cancellation Charge) the amount of the applicable CenturyLink Provided Access Install NRC discounted pursuant to this Section within 30 days of such termination or cancellation. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

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

**THIS AMENDMENT NO. TWO** (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: P974641, 960424 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.

2.  **Addition of Services.** Customer is adding a new Service to the Agreement. If this Section 2 is not checked, Customer's existing Services as set forth in the Agreement will remain in effect. Customer's new Services are added as follows:

**\*Select Advantage Service Exhibit**

The attached contract documents(s) associated with the addition of Services(s) may include, but is not limited to the following: Service Exhibit(s), Pricing Attachment(s), and Service Attachments, which are added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the contract documents attached to this Amendment.

3. **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:

3.1 **Modifications.** The following table will be added to Section 1.3 (a) in the existing Domestic IQ Networking Service Exhibit Pricing Attachment:

Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Private Port	12 Month Service Term MRC per Mbps*	24 Month Service Term MRC per Mbps*	36 Month Service Term MRC per Mbps*	NRC per Port**
0.000 – 100 Mbps	\$8.22	\$7.79	\$7.41	\$4,000
100.001 – 150 Mbps	\$8.22	\$7.79	\$7.41	\$4,000
150.001 – 200 Mbps	\$8.22	\$7.79	\$7.41	\$4,000
200.001 – 250 Mbps	\$7.25	\$6.89	\$6.53	\$4,000
250.001 – 300 Mbps	\$7.25	\$6.89	\$6.53	\$4,000
300.001 – 350 Mbps	\$6.33	\$5.99	\$5.74	\$4,000
350.001 – 400 Mbps	\$6.33	\$5.99	\$5.74	\$4,000
400.001 – 500 Mbps	\$5.52	\$5.24	\$4.96	\$4,000
500.001 – 600 Mbps	\$4.95	\$4.69	\$4.50	\$4,000
600.001 – 700 Mbps	\$4.10	\$3.90	\$3.71	\$4,000
700.001 – 800 Mbps	\$4.10	\$3.90	\$3.71	\$4,000
800.001 – 900 Mbps	\$4.10	\$3.90	\$3.71	\$4,000
900.001 – 1000 Mbps	\$4.10	\$3.90	\$3.71	\$4,000

\*\*Port rates applicable to 1441 Constitution Blvd Salinas CA 93906

Precise Burstable Fast Ethernet (100 Mbps) Precise Burstable Minimum = 10 Mbps Private Port	12 Month Service Term MRC per Mbps*
0 - 10.000 Mbps	\$ 19.00
10.001 – 20.000 Mbps	\$ 17.00
20.001 - 30.000 Mbps	\$ 16.70
30.001 - 40.000 Mbps	\$ 15.00
40.001 - 50.000 Mbps	\$ 13.70

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Precise Burstable Fast Ethernet (100 Mbps) Precise Burstable Minimum = 10 Mbps Private Port	12 Month Service Term MRC per Mbps*
50.001 - 60.000 Mbps	\$ 13.40
60.001 - 70.000 Mbps	\$ 11.70
70.001 - 80.000 Mbps	\$ 10.80
80.001 - 90.000 Mbps	\$ 10.00
90.001 - 100.000 Mbps	\$ 8.90

**3.2 Modifications.** The following table will be added to Section 2 in the existing Local Access Service Exhibit Pricing Attachment:

NPA/NXX or CLLI	Service Address	Loop Tracking ID	Type of Local Access	Minimum Service Term in months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
831755	1441 CONSTITUTION BLVD SALINAS CA 93906	160808612877	ELA Native - Single Cos Low	36	Gigabit Ethernet- 1000 Mbps	\$4,244.00	\$2,000.00
831755	1441 CONSTITUTION BLVD SALINAS CA 93906	160808612875	ELA Native - Single Cos Low	24	Gigabit Ethernet- 1000 Mbps	\$4,344.00	\$2,000.00
831755	1441 CONSTITUTION BLVD SALINAS CA 93906	160808612876	ELA Native - Single Cos Low	12	Gigabit Ethernet- 1000 Mbps	\$4,444.00	\$2,000.00

**3.3 General.**

(a) Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

(b) Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. 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. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

(c) 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](http://www.centurylink.com/tariffs/clc_info_services.pdf)
- The International RSS is located 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)
- The Interstate RSS is located 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)
- The Tariff is located at <http://www.centurylink.com/tariffs>



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

**3.2 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).

**3.3 Private Line Services.** If Customer is amending an Agreement already containing Optical Wavelength Service (f/k/a QCC QWave®), Metro Private Line, EPL (f/k/a Ethernet Private Line), Metro EPL (f/k/a Metro Ethernet Private Line), Domestic Private Line, or E-Line Service Exhibits, the following section is added to those Service Exhibits and replaces any conflicting language in those Service Exhibits:

**RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its traffic will be interstate traffic.

**3.4 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.

**3.5 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.

**4. 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.

**5. Miscellaneous.**

**5.1** 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".

**5.2** 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.

AMENDMENT TO  
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

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

CUSTOMER: County of Monterey

CENTURYLINK COMMUNICATIONS, LLC

*Michael J. Miller*  
Authorized Signature  
*MICHAEL J. MILLER*  
Name Typed or Printed  
*Auditor/CONTROLLER*  
Title  
*Jan. 27, 2017*  
Date

DocuSigned by:  
*Jacob Darfler*  
Authorized Signature  
*Jacob Darfler*  
Name Typed or Printed  
Manager - Offer Management  
Title  
*1/31/2017*  
Date

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
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, the 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.

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

**THIS AMENDMENT NO. THREE** (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, Contract IDs: 960424, 974641, and 1074546, 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. Section 2 Term is deleted and replaced with the following:**

**Term.** The Term of the Agreement will continue through June 30, 2019 ("Renewal Term"). The parties may agree in writing to renew the Agreement upon mutual agreement for an additional Renewal Term of 1 year, or other period agreed upon between 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. Section 3, titled Rates, in the Agreement is deleted in its entirety and replaced with the language outlined below:**

**Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Renewal Term. As of the Effective Date of this Amendment No. 3, the CenturyLink quoted rates to Customer for the Renewal Term are set forth in Attachment A. The quoted rates outlined in Attachment A reflect the base rates. Any applicable taxes, surcharges, or other fees are additional. Attachment A does not include any rates associated with Customer-approved changes made during the Renewal Term or other adjustments that may occur as expressly provided under the terms of the Agreement. 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. If the Agreement continues on a month to month basis after the expiration of the last Renewal Term, Customer will continue to receive the same rates for 90 days after the expiration of the final Renewal Term. Notwithstanding anything to the contrary in a Service Exhibit, CenturyLink may modify rates to the rates that are in effect at that time after such 90 days.

**3. Pricing.** Changes to pricing of Customer's existing Services will be effective on the second full billing cycle following the Amendment Effective Date.

**4. 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](mailto: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](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.

**(b) 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.

**5. 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

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

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.**

**CUSTOMER: COUNTY OF MONTEREY**

**CENTURYLINK COMMUNICATIONS, LLC**

*Eric A. Chatham*  
 \_\_\_\_\_  
 Authorized Signature  
*ERIC A. Chatham*  
 \_\_\_\_\_  
 Name Typed or Printed  
*Director of Information Technology*  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date *8/1/18*

DocuSigned by:  
*Susan Baker*  
 \_\_\_\_\_  
5813602348EE458  
 Authorized Signature  
 Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed  
 Offer Management  
 \_\_\_\_\_  
 Title *6/29/2018*  
 \_\_\_\_\_  
 Date

**APPROVED AS TO FORM**

*Rebecca M. Cenicerros*  
 \_\_\_\_\_  
 DEPUTY COUNTY COUNSEL  
 COUNTY OF MONTEREY

Rebecca M. Cenicerros

*July 25, 2018*

**Reviewed as to fiscal provisions**

*H Howell*  
 \_\_\_\_\_  
 Auditor-Controller  
 County of Monterey  
*7/25/18*

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

5/11/2018

**County of Monterey**  
Managed Hosting of ERP Solution  
Budgetary Quote of Monthly/Annual Investment



Account Number	Invoice Number	Category	Line	Service 1	Service 2	Qty	Price	Amount	TAF	Subtotal	Taxes	Total
622030	B1-1582675	Recurring Charges	1	HAN Port Activation - GigE	n/a	1	69.0	\$ 69.00	\$ -	\$ 69.00	\$ -	\$ 69.00
622030	B1-1582675	Recurring Charges	2	HAN Internet Bandwidth	n/a	1	640.18	\$ 640.18	\$ -	\$ 640.18	\$ -	\$ 640.18
622030	B1-1582675	Recurring Charges	3	Managed Firewall	n/a	1	1309.5	\$ 1,309.50	\$ -	\$ 1,309.50	\$ -	\$ 1,309.50
622030	B1-1582675	Recurring Charges	4	Managed Server	n/a	1	601.3	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	5	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	6	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	7	Database Server Software	n/a	1	4778.25	\$ 4,778.25	\$ -	\$ 4,778.25	\$ -	\$ 4,778.25
622030	B1-1582675	Recurring Charges	8	SAN Connect (Dual Port)	n/a	1	87.0	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	9	Managed Server	n/a	1	601.3	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	10	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	11	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	12	Database Server Software	n/a	1	341.25	\$ 341.25	\$ -	\$ 341.25	\$ -	\$ 341.25
622030	B1-1582675	Recurring Charges	13	SAN Connect (Dual Port)	n/a	1	87.0	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	14	Managed Server	n/a	1	601.3	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	15	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	16	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	17	Database Server Software	n/a	1	4778.15	\$ 4,778.15	\$ -	\$ 4,778.15	\$ -	\$ 4,778.15
622030	B1-1582675	Recurring Charges	18	SAN Connect (Dual Port)	n/a	1	87.0	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	19	Managed Server	n/a	1	601.3	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	20	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	21	Connectivity Card	n/a	1	30.0	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	22	Database Server Software	n/a	1	341.25	\$ 341.25	\$ -	\$ 341.25	\$ -	\$ 341.25
622030	B1-1582675	Recurring Charges	23	SAN Connect (Dual Port)	n/a	1	87.0	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	24	Data Protect Backup Subscription	n/a	1	4526.08	\$ 4,526.08	\$ -	\$ 4,526.08	\$ -	\$ 4,526.08
622030	B1-1582675	Recurring Charges	25	Active Backup Clients	n/a	1	422.5	\$ 422.50	\$ -	\$ 422.50	\$ -	\$ 422.50
622030	B1-1582675	Recurring Charges	26	Offsite Tape Archive	n/a	1	459.26	\$ 459.26	\$ -	\$ 459.26	\$ -	\$ 459.26
622030	B1-1582675	Recurring Charges	27	Service Management	n/a	1	1600.0	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
622030	B1-1582675	Recurring Charges	28	Supplemental Service Management	n/a	1	2800.0	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00
622030	B1-1582675	Recurring Charges	29	Threat Management Service	n/a	1	745.0	\$ 745.00	\$ -	\$ 745.00	\$ -	\$ 745.00
622030	B1-1582675	Recurring Charges	30	Unified Storage	n/a	1	14769.66	\$ 14,769.66	\$ -	\$ 14,769.66	\$ -	\$ 14,769.66
622030	B1-1582675	Recurring Charges	31	Unified Storage Replication	n/a	1	487.5	\$ 487.50	\$ -	\$ 487.50	\$ -	\$ 487.50
622030	B1-1582675	Recurring Charges	32	Virtual Intelligent Hosting	n/a	1	2475.75	\$ 2,475.75	\$ -	\$ 2,475.75	\$ -	\$ 2,475.75
622030	B1-1582675	Recurring Charges	33	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	34	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	35	Directory Services	n/a	1	225.0	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ 225.00
622030	B1-1582675	Recurring Charges	36	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	37	Web Application Software	n/a	1	112.5	\$ 112.50	\$ -	\$ 112.50	\$ -	\$ 112.50
622030	B1-1582675	Recurring Charges	38	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	39	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	40	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	41	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	42	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	43	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	44	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	45	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	46	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	47	Directory Services	n/a	1	225.0	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ 225.00
622030	B1-1582675	Recurring Charges	48	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	49	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	50	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	51	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	52	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	53	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	54	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	55	Virtual Intelligent Hosting	n/a	1	2475.75	\$ 2,475.75	\$ -	\$ 2,475.75	\$ -	\$ 2,475.75
622030	B1-1582675	Recurring Charges	56	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	57	Virtual Intelligent Hosting	n/a	1	2475.75	\$ 2,475.75	\$ -	\$ 2,475.75	\$ -	\$ 2,475.75
622030	B1-1582675	Recurring Charges	58	Virtual Intelligent Hosting	n/a	1	63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	59	Virtual Intelligent Hosting	n/a	1	68.0	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	60	Virtual Intelligent Hosting	n/a	1	68.0	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	61	Virtual Intelligent Hosting	n/a	1	68.0	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	62	Virtual Intelligent Hosting	n/a	1	68.0	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	63	Virtual Intelligent Hosting	n/a	1	68.0	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Usage Charges	64	Data Protect Backup Subscription	n/a	22349	0.317	\$ 7,084.77	\$ -	\$ 7,084.77	\$ -	\$ 7,084.77
622030	B1-1582675	Usage Charges	65	Offsite Tape Archive	n/a	9035	0.5382	\$ 4,862.64	\$ -	\$ 4,862.64	\$ -	\$ 4,862.64

**Monthly Total \$ 62,698.29**

**ANNUAL TOTAL \$ 752,379.48**

Totals here reflect the design as originally ordered and modified, plus any usage charges which are variable. Taxes, Surcharges, and fees/late charges if applicable would be additional and are not reflected here. Those charges can vary from month to month.

10/20/17

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



5/11/2018

**County of Monterey**  
Network Investment associated with Hosted ERP  
Budgetary Quote of Monthly/Annual Investment

**Monthly**

<b>Current Gross Charges</b>	
COUNTY OF MONTEREY 87441558	\$880.00
	<b>\$880.00</b>
<b>Government Fees and Taxes</b>	
State and Local Taxes	\$41.07
	<b>\$41.07</b>
<b>Other Fees &amp; Monthly Charges</b>	
Federal Universal Service Fund	\$104.12
Federal Regulatory Recovery	\$15.75
Property Tax Recovery	\$18.75
	<b>\$138.62</b>
<b>Current Net Charges</b>	<b>\$1,059.69</b>

Totals here reflect the design as originally ordered and modified, plus any usage charges which are variable. Taxes and fees/late charges are reflected in these estimates but could change from month to month.

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



6/19/2018

**County of Monterey (NMC)**

Network Investment associated with Natividad Medical Center (network + equipment rental)

Budgetary Quote of Monthly/Annual Investment

**Monthly**

**Current Gross Charges**

<b>MONTEREY, COUNTY OF 88134532</b>	<b>\$9,622.60</b>
	<b>\$9,622.60</b>

\$ 9,622.60 Total network charges to Denver

CPE Rental/Mgmt/Maintenance

\$ 669.77 Equipment Rental \*\*

Monthly Total	\$ 10,292.37	(Monthly Network and equipment)
Annual Sub-total	\$ 123,508.44	
1x True-up charge for CPE rental *	\$ 8,037.24	(\$667 x 12 months)
<b>Annual TOTAL (fiscal 2018-19)</b>	<b>\$ 141,838.05</b>	**

\* Please note, it was recently discovered that CenturyLink had not been charging for the rental equipment (routers) which it provided last year beginning July 2017 when the connectivity to Denver Data Center was established. Therefore, a true-charge will appear in August or Sept 2018 to account for the missing payments for 12 months.

\*\* excludes taxes, surcharges or any other fees, if applicable.