

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

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

CenturyLink and Customer wish to amend the Agreement as follows:

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

☐ **No Changes.** Customer's existing Initial Term will remain in effect.

☒ **New Initial Term.** The parties agree to start a new Initial Term that begins on the Amendment Effective Date. Customer's new Term is one year (600051 code).

☐ **Extension of the Initial Term.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date. Customer's new Term is Select Term in Drop-down.

2. 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: ITS Services 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 Section 2 Term is deleted and replaced with the following:

Term. The Term of the Agreement will continue through June 30, 2020 ("Renewal Term"). The parties may agree in writing to renew the Agreement upon mutual agreement for an additional Renewal Term of 1 year, or period agreed upon by the parties, at least 30 days prior to the expiration of any Renewal Term. If the parties fail to renew the Agreement and Customer continues to use Services, the Agreement will automatically renew on a month to month basis until either party provides 60 days written notice to the other party to terminate the Agreement.

3.2 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. 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
- The RSS is located at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf
- The Tariff is located at <http://www.centurylink.com/tariffs>

3.3 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).

3.4 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

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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.

3.5 Domestic Voice Services. If Customer is amending an Agreement already containing Domestic Voice Service, the following section is added to the Domestic Voice Service Exhibit:

Access Arbitrage. If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

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

3.6 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.

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

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that notices for Services purchased under the Select Advantage Service Exhibit Customer must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Exhibit. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-

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renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

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

6. Miscellaneous.

6.1 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".

6.2 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.

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

CENTURYLINK COMMUNICATIONS, LLC

Steve Arneson

Steve Arneson (Jun 13, 2019)

Authorized Signature

Steve Arneson

Name Typed or Printed

Steve Arneson

Title

Jun 13, 2019

Date

County of Monterey

Eric A. Chatham

Authorized Signature

Eric A. Chatham

Name Typed or Printed

Director of ITD

Title

6/27/2019

Date

APPROVED AS TO FORM
Rebecca M. Cenicerros
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Rebecca M. Cenicerros

June 21, 2019

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey

6-21-19

**CENTURYLINK® MASTER SERVICE AGREEMENT
IT SERVICES EXHIBIT**

1. IT Services. CenturyLink will provide the professional, consulting, analytical, design and/or technical services ("IT Services") identified in the applicable statement of work ("SOW") pursuant to this IT Services Exhibit, any attached or incorporated documents, the applicable SOW, any Change Orders, and the applicable Master Service Agreement between CenturyLink and Customer (collectively, the "Agreement"). CenturyLink may provide the IT Services by one or more affiliates. If applicable, the SOW will specifically describe and designate any Software Deliverables and Other Deliverables (collectively, "Deliverables"). "Software Deliverables" means any software developed by CenturyLink solely and uniquely for Customer. Software Deliverables may include open source software, any software that requires as a condition of use, modification or distribution that the software or any other software incorporated into, derived from or distributed with such software be: (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) licensed or redistributed at no charge. "Other Deliverables" means any items other than Software Deliverables developed by CenturyLink solely and uniquely for Customer.

1.1 Change Orders. Customer must submit written requests for material changes to a SOW, including changes to project plans, scope, schedule, designs, or other requirements. The parties must agree in writing to the requested change and any corresponding change to the fees due under the applicable Statement of Work (a "Change Order").

1.2 Customer Responsibilities. Customer will comply with the responsibilities identified in the SOW. If Customer fails to comply, CenturyLink is excused from performance to the extent the IT Services are contingent on Customer's performance, until Customer's obligations are performed; CenturyLink will be entitled to an extension of time to complete the IT Services and an adjustment of the charges, including charges for any additional time required to complete the IT Services arising from Customer's noncompliance.

1.3 Acceptance. Except as otherwise provided in a SOW, IT Services will be deemed accepted unless Customer provides written notice of any deficiency to CenturyLink within three business days after commencement of work or delivery of the Software Deliverables and/or Other Deliverables or final tasks (the "Acceptance Period"). Such notice must detail and demonstrate the deficiency to CenturyLink's reasonable satisfaction. CenturyLink will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. CenturyLink will delay billing until IT Services are accepted.

1.4. Compliance and Security. CenturyLink will comply with all laws and regulations applicable to CenturyLink's provision of the Service, and Customer will comply with all laws and regulations applicable to Customer's use of the Service. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer Data 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. Customer will ensure that all Customer Data stored, transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption. "Customer Data" means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of the IT Services.

2. Term. The term of the Service Exhibit will commence on its effective date and continues until the expiration of the last applicable SOW unless earlier terminated as provided in the Termination section (the "Term").

3. Charges; Payment. Subject to the Acceptance section above, the billing commencement date ("BCD") for IT Services is the date CenturyLink begins performing IT Services or as specified in a SOW. Customer will pay all charges (including reasonable travel and living expenses and third-party charges) and any progress payments as set forth in a SOW and all applicable Taxes and Fees.

4. Termination. Either party may terminate the Service Exhibit or a SOW upon 30 days prior written notice for Cause. Unless otherwise set forth in a SOW, if Customer terminates all or part of a SOW prior to its BCD, Customer will pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink. If a SOW or a part thereof is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause after the BCD but prior to completion of the IT Services under such SOW, then unless otherwise set forth in the SOW Customer will be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any tasks, Deliverables or work not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink. Customer will remain liable for charges accrued but unpaid as of the termination date.

5. Performance Warranty; Disclaimer of Warranties. THE IT SERVICES, INCLUDING ANY DELIVERABLE AND ANY OPEN SOURCE SOFTWARE, ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. ANY OPEN SOURCE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) ANY IT SERVICE OR ANY DELIVERABLE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER, (B) ALL ERRORS CAN BE CORRECTED, OR (C) THAT OPERATION OF THE DELIVERABLES AND IT SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

6. Limitations of Liability. Except for Customer's obligations under the Charges; Payment section, each party's total aggregate liability arising from or related to the IT Services will be limited to the total charges paid or payable under the SOW that gave rise to the claim ("Damage Cap").

7. Intellectual Property.

7.1 Ownership of Technology. All right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein. To the extent required by CenturyLink in a SOW, Customer grants to

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CenturyLink a non-exclusive, non-transferable, royalty-free license to use Customer Technology and to sublicense Customer Technology to CenturyLink subsidiaries and affiliates and any third parties providing all or part of the IT Services on behalf of CenturyLink. All right, title and interest in and to any Customer Technology furnished by Customer for use by CenturyLink in order to provide the Services will remain solely with Customer, its affiliates and their licensors. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer Data), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the Term. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the Term.

7.2 Ownership of Customer Data. Customer will retain sole and exclusive ownership of all Customer Data. Upon Customer's request during the Term, CenturyLink will (a) promptly return to Customer, in the format and on media mutually agreed by the parties, all or part of the Customer Data and (b) erase or destroy all or any part of Customer Data in CenturyLink's possession. CenturyLink may use any archival tapes containing Customer Data only for back-up purposes. CenturyLink will not withhold any Customer Data as a means of resolving any dispute. CenturyLink will not disclose any personally identifiable information related to Customer's clients or administrators (employees, agents, etc.) to any third party. Customer represents and warrants that any and all Customer Data provided to CenturyLink as part of the Services will not (a) infringe or misappropriate any third party's recognized intellectual property rights; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes; or (d) otherwise violate the rights of any third party. In addition, Customer represents and warrants that it will keep, back up and maintain its own copy of all materials and information, including Customer Data that is provided or made available to CenturyLink, and further, that Customer will encrypt any Customer Data that is provided or made available to CenturyLink. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Service Exhibit and CenturyLink's obligations with respect to such Customer Data shall be exclusively governed by the Compliance and Security section above and are further subject to the Limitation of Liability provisions identified in this Service Exhibit and the Agreement.

7.3 Third-Party Contractors. Customer may authorize its third-party contractors, which includes entities who are CenturyLink's competitors for the IT Services (a "Competitor"), to use Deliverables that contain CenturyLink Technology solely for Customer's internal business purposes as licensed per the Ownership of Technology section above. Customer will ensure that its third-party contractors are informed of the Agreement and will comply with the terms and conditions, including the terms governing the confidential information, to the same extent as if the third-party contractor were an employee of Customer. Customer will not make Deliverables that contain CenturyLink Technology available to any Competitor. If Customer makes Deliverables that include any CenturyLink Technology available to a Competitor, whether in connection with a change of control of Customer or otherwise, CenturyLink may terminate the license granted to Customer in the Ownership of Technology section above immediately upon notice to Customer.

7.4 Ownership of Deliverables.

(a) **Software Deliverables.** Upon receipt of full payment CenturyLink: (a) assigns to Customer all right, title and interest, including all intellectual property rights, in such Software Deliverable (excluding any CenturyLink Technology) and (b) grants to Customer a non-exclusive, non-transferable, royalty-free, perpetual license to use any CenturyLink Technology to facilitate use of the Software Deliverable as intended under the applicable SOW.

(b) **Other Deliverables.** CenturyLink retains ownership of all intellectual property rights in Other Deliverables. Upon receipt of full payment CenturyLink grants to Customer a non-exclusive, non-transferable, royalty-free, perpetual license to use Other Deliverables (including any CenturyLink Technology) solely for operating its internal business and not for purposes of commercialization.

7.5 Freedom of Action. Nothing in the Agreement will preclude CenturyLink from developing, marketing, and distributing any software or integration code or performing any services similar to the IT Services for itself or for any third party, provided that CenturyLink is in compliance with confidentiality obligations under the Agreement.

8. IP Indemnification.

8.1 Software Deliverables. CenturyLink will defend at its expense any suit brought against Customer and will pay any settlement CenturyLink makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that the Software Deliverables infringe or misappropriate any third party's US copyright, trademark or trade secret, as recognized under the Uniform Trade Secrets Act. CenturyLink's obligation as set forth in the foregoing sentence is expressly conditioned upon each of the foregoing: (i) Customer will promptly notify CenturyLink in writing of any threatened or actual claim or suit; (ii) CenturyLink will have sole control of the defense or settlement of any claim or suit; and (iii) Customer will cooperate with CenturyLink to facilitate the settlement or defense of any claim or suit. If any portion of the Software Deliverables becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink may, at CenturyLink's option: (a) procure for Customer the right to continue using the Software Deliverables; (b) replace the applicable portion of the Software Deliverables with non-infringing materials which do not materially impair the functionality of the Software Deliverables; (c) modify the Software Deliverables so that they become non-infringing, or (d) if options (a), (b) and (c) are not commercially practicable, refund the amount paid for the Software Deliverables. Upon notice that neither (a), (b) nor (c) is practicable, Customer will immediately cease all use of the Software Deliverables. Notwithstanding the foregoing,

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CenturyLink will have no obligation under this subsection or otherwise with respect to any infringement claim based upon any application program interface ("API") not developed by CenturyLink. This subsection states the sole and exclusive remedy of Customer and the entire liability of CenturyLink and each of its officers, directors, employees, shareholders, contractors or representatives in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any IT Services or Deliverables provided under this Service Exhibit.

8.2 CenturyLink Technology. CenturyLink will defend at its expense any suit brought against Customer and will pay any settlement CenturyLink makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that any CenturyLink Technology incorporated into a Deliverable infringes or misappropriates any third party's US patent, copyright, trademark or trade secret, as recognized under the Uniform Trade Secrets Act. CenturyLink's obligation as set forth in the foregoing sentence is expressly conditioned upon each of the foregoing: (i) Customer will promptly notify CenturyLink in writing of any threatened or actual claim or suit; (ii) CenturyLink will have sole control of the defense or settlement of any claim or suit; and (iii) Customer will cooperate with CenturyLink to facilitate the settlement or defense of any claim or suit. If any portion of the CenturyLink Technology incorporated into a Deliverable becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink may, at CenturyLink's option: (a) procure for Customer the right to continue using the CenturyLink Technology; (b) replace the applicable portion of the Deliverable with non-infringing materials which do not materially impair the functionality of the Deliverable; (c) modify the Deliverable so that it becomes non-infringing, or (d) if options (a), (b) and (c) are not commercially practicable, refund the amount paid for the Deliverable. Upon notice that neither (a), (b) nor (c) is practicable, Customer will immediately cease all use of the affected Deliverable. Notwithstanding the foregoing, CenturyLink will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any use of the Deliverables not in accordance with this Service Exhibit or as specified in the applicable documentation; (x) the combination, use or operation of the Deliverables in combination with any third party products, equipment, software or data; (y) any modification of the Deliverables by any person other than CenturyLink, or (z) any API not developed by CenturyLink.

8.3 This IP Indemnification section states the sole and exclusive remedy of Customer and the entire liability of CenturyLink and each of its officers, directors, employees, shareholders, contractors or representatives in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any IT Services or Deliverables provided under this Service Exhibit.

9. Confidentiality. In addition to the confidentiality terms contained in the Agreement, confidential information also includes CenturyLink Technology and Customer Technology. CenturyLink Technology and all enhancements and improvements, are the exclusive property and confidential information of CenturyLink. Customer Technology and all enhancements and improvements are the exclusive property and confidential information of Customer. Confidential information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the Compliance and Security section.

10. Non-solicitation. Until twelve months after the Term, each party will not directly or indirectly Solicit an Assigned Resource either to accept employment or a consulting or contractor relationship directly with it or to terminate his or her employment, agency or other relationship with the other party, unless it first obtains the other party's prior written consent. "Solicit" means any intentional contacts with Assigned Resource, regardless of who (i.e., the party to this Agreement or the Assigned Resource) initiates the contact, that relates to the acceptance or termination of employment. "Assigned Resource" means an employee, consultant or contractor of the other party assigned by CenturyLink to perform the IT Services or by Customer to directly manage the IT Services.

11. Other Terms.

11.1. Acceptance; Billing.

(a) Acceptance. Section 1.3 Acceptance in this Service Exhibit contains acceptance criteria for IT Services and the acceptance and Customer Commit Date in Section 3 Customer Orders in the Agreement shall not apply to IT Services.

(b) Billing. Section 3 Charges in this Service Exhibit shall replace Section 4.1 Commencement of Billing in the Agreement. For this Service Exhibit, "MRC" means monthly recurring charge, and "NRC" means non-recurring charge. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

11.2. Cancellation and Termination Charges. Section 4 Termination set forth in this Service Exhibit replaces Section 4.6 Cancellation and Termination Charges set forth in the Agreement. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

11.4 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, and SOW, as applicable, and then any other documents attached or expressly

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incorporated into the Agreement.

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

11.6. Acknowledgement: CenturyLink and its affiliates or subcontractors may use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) for the sole purpose of: (i) providing and managing the IT Services; (ii) fulfilling obligations related to the IT Services under this Service Exhibit and the Agreement; and (iii) complying with applicable law governing the IT Services.



STATEMENT OF WORK
IT CONSULTING SERVICES
Agreement Pramata ID # 960424
Quote Number: 842653

1. OVERVIEW

This IT Consulting Services Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the consulting services ("Services" or IT Services") to be provided to **County of Monterey** ("Customer") by **CenturyLink Communications, LLC** ("CenturyLink"). This SOW is subject to and governed by the Agreement and the applicable Service Attachments by and between Customer and CenturyLink containing terms and conditions that apply specifically to the provision of Services (the "Agreement"). Capitalized terms not defined in this SOW are defined in the Agreement or applicable Service Attachment.

2. DESCRIPTION OF WORK

2.1 Scope

IT Services are available to Customer in the form of (i) an engagement with certain activities ("Tasks") performed by CenturyLink Resources provided upon a time and materials basis (a "Project"). "CenturyLink Resource" means a CenturyLink employee or subcontractor who provides IT Services to Customer under a SOW either assigned by CenturyLink or by Customer to directly manage the IT Services. If Customer fails to perform its obligations under this Agreement or an applicable SOW, CenturyLink will be excused from performing the Services, to the extent contingent on Customer's performance, until Customer's obligations are performed and CenturyLink will be entitled to (i) an extension of time to complete the IT Services and (ii) an adjustment of the charges, including charges for any additional time required to complete the IT Services arising from Customer's failure to comply with this section. All IT Services not identified in this section is out of scope and anything additional require a SOW Change Request.

The Customer needs technical assistance configuring and building their Disaster Recovery(DR) database instance.

2.2 Tasks

The following tasks will be performed within this SOW.

Task	Description
Task 1 – Project Kick Off and Planning	CenturyLink will conduct an initial project kick off with the Customer key stakeholders and SMEs to: - Review and agree to the project scope and project schedule - Determine and agree to the information needed and identify who will provide the appropriate information.
Task 2 – Configure and Build DR Database Instance	- Configure and build new database instance on MSSQL 2012 SP1 - Backup 18 databases - Copy database backup files - Restore database backup files on new database instance - Copy security configurations - Configure database Log Shipping - Configure database Log Shipping jobs

2.3 Environment

The following is the environment in scope for this SOW.

One (1) MSSQL 2012 R2 database instance containing eighteen (18) databases with 1.5 TB of storage.

2.2 Engagement Team

Each party will designate and maintain a primary contact for this SOW ("Primary Contact"). The Primary Contact for each party will be a technical point of contact with sufficient knowledge, authority and access to address configuration issues, event notifications, system or infrastructure modifications and authentication of applicable systems. Each party will keep the contact information for their Primary Contact current.

CenturyLink anticipates the following CenturyLink resources for this SOW:

CenturyLink	Activities
Engagement Manager	CenturyLink will assign an Engagement Manager to perform oversight for the term of the SOW. The Engagement Manager(s) perform the following core functions: • Exercise program level responsibility for the delivery of the Services • Resource management for CenturyLink provided resources • Conduct a project kickoff and review/confirm the Project Timeline • Coordination of activities between CenturyLink and Customer • Provide logistical assistance during execution • Send Project Schedule status updates • Note: Weekly status meetings and/or a formal Project plan will not be provided for this engagement.
MSSQL Database Engineer	• Hands-on technical support engineers, who configure and change components in the customer database environment, • Assist with crisis management • Provide technical leadership • Implements database changes • Understands Customer's technical environment. • Provides technical representation at technical forums.

Customer Project Manager

The Customer Project Manager is a person designated by the Customer to be the primary interface to the Engagement Manager. The Customer Project Manager must be empowered to allocate resources and make decisions on behalf of Customer in a timely fashion.

The Customer Project Manager is responsible for:

- Specifically identifying and providing CenturyLink with access to all relevant Customer-controlled information, resources and locations required to complete the Scope of Work set forth above.
- Providing CenturyLink the contact information (name, phone, pager, wireless) for all Customer team members with whom CenturyLink will interface
- Attending periodic status meetings to discuss progress and any other issues that arise during the term of the SOW
- Ensuring Customer team members fulfill their obligations and assigned tasks as defined in the SOW and as agreed between the parties
- Ensuring all necessary communications and change management activities within Customer organization necessitated by the Services, including but not limited to:
 - Corporate communications
 - Business process changes
 - Procedural or policy changes
- Escalation management on behalf of Customer

2.3 Estimated Timeline

Customer and CenturyLink agree to the following estimated timeline for the Project or Staffing engagement, including when the Project or Staffing engagement will commence and when the Project or Staffing engagement will conclude:

Date	Description
TBD	Execution of Statement of Work and Service Agreement
SOW Execution Date + 20 Business Days	Commencement Date of the Project ("Commencement Date")
Commencement Date + 3 Business Days	End Date of the Project or Staffing engagement

2.4 Customer Responsibilities

Customer acknowledges and agrees that its failure to perform its obligations detailed in this SOW or in a SOW Change Request, as applicable, may result in CenturyLink's inability to perform the Services. CenturyLink will not be liable for any failure to perform, including any SLAs, in the event Customer fails to fulfill Customer's obligations. The following conditions must be met by Customer throughout the term of the SOW.

1. Customer will specifically identify and provide CenturyLink with access to all relevant Customer-controlled information, resources and locations required to complete this SOW or a SOW Change Request.
2. Customer shall ensure production and disaster recovery environments are provisioned with servers, local incremental and replica storage, network connectivity, CPU and memory resources, and other infrastructure components; and replication is operational.
3. Neither Customer nor its representatives will attempt in any way to circumvent or otherwise interfere with any security precautions or measures of CenturyLink relating to the Service or any CenturyLink equipment.
4. CenturyLink is not responsible for the hardware, software licenses or vendor maintenance support for any devices unless specifically set forth in this SOW or a SOW Change Request.
5. Customer will provide an environment in accordance with specifications set forth in this SOW or a SOW Change Request.
6. Customer will not, without the prior written consent of CenturyLink, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person assigned by CenturyLink to Customer under this SOW for a period of one year following the termination of the Services.
7. Customer will commit sufficient resources and staffing sufficient to meet its obligations for the duration of the Service Term.

2.5 Assumptions

1. Other CenturyLink Resources (including but not limited to subcontractors to the extent pre-approved by Customer) will be utilized, as needed, to provide a full scope of technical expertise.
2. No equipment is included in the Description of Work.
3. If the Project or Staffing engagement for the Services extend beyond the timeline specified in this SOW due to delays caused by parties other than CenturyLink or its subcontractors, additional charges may apply and CenturyLink's ability to provide the Services and perform the Tasks herein may be affected.
4. Requests for CenturyLink Resource or tasks beyond those set forth in the Description of Work require written approval by Customer and acceptance by the CenturyLink in the form of a SOW Change Request.
5. CenturyLink is not responsible for the performance or quality of Customer's third-party vendors.
6. CenturyLink Resources will commence the Services no later than 20 business days after the start of the Project or Staffing engagement.
7. Each CenturyLink Resource will only perform tasks commensurate with the CenturyLink Resource's skill set.
8. The CenturyLink Resources will complete the IT Services in a professional and competent manner.
9. The CenturyLink Resources performing the Services will be individuals with experience and knowledge required to perform the Services. CenturyLink will make reasonable efforts to honor Customer requests for specific resources.
10. Unless specified in this SOW, all Services are delivered during local Business Hours which is defined as Monday to Friday from 08:00 to 17:00, excluding locally observed holidays. Customer authorizes CenturyLink to bill and Customer agrees to pay any time worked beyond the time specified in Section 3 as requested by Customer, including but not limited to requests to continue work outside of Business Hours ("Out of Business Hours") that are submitted to CenturyLink via electronic mail. CenturyLink reserves the right to require the execution of a SOW Change Request before commencing any work in excess of the estimated number of days included in this SOW or carry out any work Out of Business Hours. Any requests by Customer to work on other engagements are subject to Customer and CenturyLink executing a new statement of work.
11. Each CenturyLink Resource will perform Tasks commensurate with the Resource's skill set.

3. PRICING & TERM

3.1 Services Fees

Customer agrees to pay the charges set forth in this SOW as invoiced by CenturyLink within 30 days of invoice receipt.

Customer agrees to pay for (1) the fees associated with the CenturyLink Resource identified within this SOW, (2) any other additional fees which may apply for items not specifically provided for in this SOW and (3) any hours worked beyond the estimated number of hours or day, including requests by Customer to continue Projects or Staffing engagement for the Services submitted to CenturyLink via electronic mail. CenturyLink reserves the right to require the execution of a SOW Change Request as set forth below. CenturyLink and CenturyLink Resources will not be required to provide the Services beyond the contracted hours in the absence of Customer's authorization to pay.

The following Services performed pursuant to this SOW are provided on a strictly time and materials basis. The parties agree that the inclusion of or reference to any specific results, tasks, timelines, milestones, or other similar terms will not create any obligations or guarantees other than as specifically expressed within this SOW and that the achievement of such is not guaranteed within the good faith estimated hours and related fees. Any specific tasks and acceptance criteria listed are not a prerequisite for billing or payment. The Customer agrees to pay based on actual time spent by the CenturyLink Resource. Time estimates may vary depending on issues encountered during the Service Term.

3.1 Time and Materials Services/Hourly or Daily Rates - Nonrecurring Charges (NRC)					
Task or Deliverable Description/CenturyLink Resource Role	CenturyLink Resource	Estimated Hours	Hourly Rate	Estimated Total	Work Location
Resource Role 1; Engagement Manager	Engagement Manager (M-F and 8 AM to 5 PM US CST)	4	\$150.00	\$600.00	Remote Onshore
Resource Role 2; MSSQL Database Engineer	MSSQL Database Engineer (M-F and 8 AM to 5 PM US CST)	22	\$135.00	\$2,970.00	Remote Onshore
Total (USD)		26		\$3,570.00	

3.2 Term

This SOW will begin upon the Commencement Date of the Project or Staffing engagement and remain in effect until the latter of (a) the End Date of the Project or Staffing engagement or (b) the Project or Staffing engagement to be performed by the last assigned CenturyLink Resource is completed (the "Service Term") or (c) the Project or Staffing engagement is terminated in accordance with this SOW.

3.3 Expenses

In addition to the Services fees defined above, Customer also agrees to reimburse CenturyLink for reasonable, documented, actual out-of-pocket expenses incurred in providing the Services to Customer, including travel related expenses such as mileage, airfare, hotel, rental car and meals.

3.4 Any pricing quoted within this document is valid until 60 days after the offer date.

3.5 Cancellation and Termination Charges.



If Customer terminates this SOW or an associated SOW Change Request for convenience, Customer must provide CenturyLink with at least thirty (30) days' written notice. Customer will (a) continue to pay the charges associated with the CenturyLink Resource(s) during the notice period, (b) pay any charges accrued but unpaid as of the termination date; and (c) pay any out-of-pocket costs incurred by or imposed upon CenturyLink.

If the Non-Recurring Services ("NRCs") in this SOW or a part thereof are terminated either by CenturyLink for cause or by Customer for any reason other than cause after the BCD but prior to completion of the IT Services hereunder, then Customer shall be liable for: (a) an early termination charge equal to 25% of the NRC for any Tasks not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges).

4. ACCEPTANCE/SLA/TERMINATION

Where Customer becomes reasonably dissatisfied with the performance of a CenturyLink Resource and provides written notice, CenturyLink will utilize commercially reasonable efforts to promptly address the personnel issue, including replacement of the CenturyLink Resource. Written notice must describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. Customer may terminate for cause any CenturyLink Resource Customer reasonably finds to be unsuitable during the applicable IT Services term, at no charge other than for services rendered, upon providing written notice to CenturyLink. If prior to the conclusion of the Service Term, Customer terminates a CenturyLink Resource for convenience or a CenturyLink Resource resigns or fails to commence the Services, CenturyLink will have 15 days from the date of notice (from Customer for termination, from the resignation, or from the start date for a "no-show") to provide a suitable replacement before Customer may seek an alternative from another source.

For the IT Services, Customer has 10 days after completion of a Task or milestone as applicable (or each recurring portion thereof) to notify CenturyLink of any deficiency regarding such Task or milestone. Written notice will describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. All Tasks or milestones are deemed accepted unless Customer provides CenturyLink with notice to the contrary within this 10 day period. Where CenturyLink receives timely notice of a deficiency, CenturyLink will use commercially reasonable efforts to remedy the deficiency. If no such remedy is practicable or if CenturyLink is unable to remedy after using commercially reasonable efforts to do so, in CenturyLink's discretion, Customer will be entitled to a credit equal to the fees paid for the affected Task or milestone. The foregoing remedies do not apply if a deficiency is due to: (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) Customer fails to fulfill Customer Responsibilities as detailed in this SOW; (c) the failure of equipment, applications or systems not owned or controlled by CenturyLink; or (d) force majeure event.

The remedies set forth in this Section are Customer's sole and exclusive remedy regarding the Services.

5. CONTROLS

5.1 Status Reports

The Primary Contacts will attend periodic status meetings to discuss progress, or designate the appropriate personnel to conduct such review, and address any other issues that arise during the Service Term. The Primary Contacts will also identify all resources needed to make decisions on its behalf in a timely fashion.

5.2 Change Control

Either party may, at any time, request changes to this SOW by submitting a written change request ("SOW Change Request") which identifies in reasonable detail each of the following and a sample of which is attached hereto as Appendix B:

- Summary of the requested change;
- Why the change is needed;
- When the change is needed; and
- Modifications to pricing, schedule, and terms and conditions.

For Customer requested changes, CenturyLink will evaluate the SOW Change Request, considering the feasibility of the change and impact on other Service components. Whether changes are requested by Customer or CenturyLink, CenturyLink will prepare a SOW Change Request documenting the revisions to the SOW. Changes to the SOW become effective when the SOW Change Request is accepted in writing by Customer and CenturyLink. In the event of any conflicts or inconsistencies, the terms of an executed SOW Change Request prevail over those of this SOW.



While performing the Services, if CenturyLink encounters (a) any concealed or unknown conditions, (b) a Customer Responsibility contained in this SOW that is not met or (c) a delay caused by Customer, then the scope, schedule or fees may be adjusted as necessary by execution of a SOW Change Request by the parties. If the parties cannot agree to the SOW Change Request, CenturyLink will not be obligated to deliver the affected Services.

6 LIMITATIONS OF LIABILITY

Notwithstanding any cap on damages set forth in the underlying Agreement or in the applicable Service Attachment, the parties agree that each party's total aggregate liability arising from or related to this SOW will be limited to the total charges paid or payable under this SOW. In the event of a conflict between this provision and the underlying Agreement or applicable Service Attachment, this provision will prevail.

7 MISCELLANEOUS

Notwithstanding anything to the contrary, the parties expressly agree that nothing in this SOW will convey, be construed to convey, or otherwise transfer any intellectual property or other proprietary rights held by CenturyLink, its vendors or licensors.

CenturyLink is not responsible for any loss or corruption of data or information. CenturyLink's obligations related to data are exclusively governed by the applicable security and compliance terms and conditions in the Agreement unless otherwise set forth in this SOW. CenturyLink makes no representation, warranty, or guarantee that any Task performed under this SOW comply with or satisfy any applicable governmental or industry data security standard. If such Tasks include security services provided by CenturyLink, Customer acknowledges that CenturyLink may not identify all possible incidents or vulnerabilities and CenturyLink expressly disclaims any responsibility for any unidentified or misidentified incidents or vulnerabilities. If CenturyLink provides an assessment, certification, report, or similar material to Customer, such material is developed in good faith as to its accuracy at the time of inspection or review by CenturyLink and provided AS IS.

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

Customer consents to CenturyLink's and its affiliates or subcontractors' use and transfer to the United States, or other countries, data or information (including Customer contact information such as names, phone numbers, addresses and/or email addresses) of the Customer for the sole purpose of: fulfilling its obligations under the Agreement; and (ii) providing information to Customer about CenturyLink's products and services. Customer represents that it will ensure that all information provided to CenturyLink is accurate at all times and that any business contact has consented to CenturyLink's processing of such information for such purposes.

Non-solicitation. Until twelve months after the IT Services term of the applicable Service Attachment, each party will not directly or indirectly Solicit an Assigned Resource either to accept employment or a consulting or contractor relationship directly with it or to terminate his or her employment, agency or other relationship with the other party, unless it first obtains the other party's prior written consent. "Solicit" means any intentional contacts with the Assigned Resource, regardless of who (*i.e.*, the party to this Agreement or the Assigned Resource) initiates the contact, that relates to the acceptance or termination of employment. "Assigned Resource" means an employee, consultant or contractor of the other party assigned by CenturyLink to perform the IT Services or by Customer to directly manage the IT Services.

8 AUTHORIZATION

This SOW will not become effective until CenturyLink and Customer have executed the Agreement and the applicable Service Attachments. This SOW is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

CENTURYLINK

Signature: Dennis Fisher
Dennis Fisher (Jun 15, 2019)

Email: pomdirectorsignature@centurylink.com

Authorized Signature

Dennis Fisher
Dennis Fisher (Jun 15, 2019)

Name Typed or Printed

Dennis Fisher

Title

Director of Offer Management

Date

Jun 15, 2019

County of Monterey

Eric A. Chatham

Authorized Signature

Eric A. Chatham

Name Typed or Printed

Director of ITD

Title

6/27/2019

Date

APPROVED AS TO FORM
Rebecca M. Cenicerros
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Rebecca M. Cenicerros

June 21, 2019

Reviewed (as to fiscal provisions)

[Signature]
Auditor-Controller
County of Monterey

6-21-19

APPENDIX B – Sample SOW Change Request**STATEMENT OF WORK**

Enter SOW Name

Agreement Pramata ID # XXXXXX

Quote Number: XXXXXX [If Applicable]

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request (enter # of Change Request) sets forth the changes to the Statement of Work for the Services for the (Project Name) ("Project") executed by CenturyLink and (CUSTOMER NAME) on (Enter the effective date of the SOW) ("SOW"). In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the initial SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the initial SOW shall remain unchanged. Any capitalized term not defined shall have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended description of the Services, which collectively shall be defined as the "Change in Service".

2. DESCRIPTION OF CHANGES TO SOW

This SOW Change Request shall include the following changes:

2.1 SCOPE

Task	Description
Task 1	
Task 2	
Task 3	

2.2 Project Timeline

2.3 Customer Responsibilities

2.4 SOW Change Request Project Assumptions.

3 CHANGE REQUEST PROJECT PRICING

3.1 SOW Change Request for Services Fees

3.2 SOW Change Request Expenses

Any pricing quoted within this SOW Change Request is valid until >>ENTER OFFER END DATE<<

4 AUTHORIZATION

This SOW Change Request will not become effective until CenturyLink and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

CENTURYLINK

Signature: Dennis Fisher

Dennis Fisher (Jun 15, 2019)

Email: pomdirectorsignature@centurylink.com

Authorized Signature

Dennis Fisher

Dennis Fisher (Jun 15, 2019)

Name Typed or Printed

Dennis Fisher

Title

Director of Offer Management

Date

Jun 15, 2019

County of Monterey

Eric A. Chatham

Authorized Signature

Eric A. Chatham

Name Typed or Printed

Director of ITD

Title

6/21/2019

Date

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey

Page 8 of 9

6-21-19

APPROVED AS TO FORM

Rebecca M. Caniceros
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

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v.ITS-020119

Rebecca M. Caniceros

June 21, 2019



Signature:

Email: patelp1@co.monterey.ca.us



Company Name: Monterey, County of
Quote #: 843321
Quote Expiration Date: 6/30/2019

Service Order

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

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

Quote Summary

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

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

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

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

Customer Acceptance

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

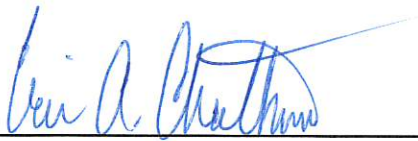
Unless otherwise provided in the applicable Service Schedule or Service Attachment to the governing agreement per the section above, the date on which CenturyLink shall commence billing is upon install, delivery of the Service or by the manner described in an applicable Service Schedule(s) or Service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

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

Additional Terms

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

Monterey, County of



Name: Eric A. Chatham

Title: Director of ITD

Date: 6-27-2019

APPROVED AS TO FORM

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Rebecca M. Cenicer

June 21, 2019

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 6-21-19



Company Name: Monterey, County of
Quote #: 842653
Quote Expiration Date: 6/30/2019

CenturyLink Agreement

Service Order

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

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

Quote Summary

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

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



Company Name: Monterey, County of
Quote #: 842653
Quote Expiration Date: 8/14/2019

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

Customer Acceptance

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

Additional Terms

- Expedite Request Fee:** If Customer requests that CenturyLink accelerate a Service Delivery Date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the Service Delivery Date identified by the order/project manager and documented in CenturyLink's order management system.
- Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the Service Delivery Date, Customer agrees to pay, as invoiced by CenturyLink, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.

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

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

CenturyLink Communications, LLC

Monterey, County of

Name:

Title:

Date:



Name: Eric A. Chatham

Title: Director of ITD

Date: 6/27/2019

APPROVED AS TO FORM

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY
Rebecca M. Cenicerros
June 21, 2019

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 6-21-19



Company Name: Monterey, County of
Quote #: 843307
Quote Expiration Date: 6/30/2019

Service Order

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

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

Quote Summary

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

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

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

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



Company Name: Monterey, County of

Quote #: 843307

Quote Expiration Date: 8/28/2019

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



Company Name: Monterey, County of
 Quote #: 843307
 Quote Expiration Date: 6/30/2019

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



Company Name: Monterey, County of

Quote #: 843307

Quote Expiration Date: 8/28/2019

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

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

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

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



Company Name: Monterey, County of
 Quote #: 843307
 Quote Expiration Date: 8/28/2019

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

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



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

Customer Acceptance

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

Service Schedule(s) or Service Attachment(s) governing the Services and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement and applicable standard CenturyLink Service Schedule(s) or Service Attachment(s) will govern, copies of which are available upon request.

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

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

Terms and Conditions

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

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

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

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

Additional Terms

1. **Expedite Request Fee:** If Customer requests that CenturyLink accelerate a service delivery date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the service delivery date identified by the order/project manager and documented in CenturyLink's order management system.
2. **Baseline Service Change Fee:** If Customer requests changes to baseline Service requirements prior to the service delivery date, Customer agrees to pay, as invoiced by CenturyLink, all of the following: (i) a change fee in the amount of \$500, (ii) \$150 per hour for work resulting from Customer changes implemented by CenturyLink, and (iii) third party charges and fees incurred by CenturyLink as the result of Customer's requested change.
3. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Service Order without liability; or otherwise, Customer is deemed to accept the increase.
4. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings,

loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Service Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

5. Charges for certain Services may be subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and, if applicable, will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>.
6. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") may be subject to additional standard terms as provided by CenturyLink. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

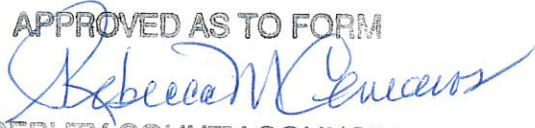
Monterey, County of



Name: Eric A. Chatham

Title: Director of ITD

Date: 6/27/2019

APPROVED AS TO FORM

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Rebecca M. Cenicerros
June 21, 2019

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 6-21-19



Company Name: Monterey, County of
Quote #: 843320
Quote Expiration Date: 6/30/2019

Service Order

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

CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Natasha Stel		natasha.stel@centurylink.com
Solutions Engineer	Jonathan Sullivan		jonathan.sullivan@centurylink.com

Quote Summary

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

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



Company Name: Monterey, County of

Quote #: 843320

Quote Expiration Date: 8/27/2019

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

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

Customer Acceptance

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

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

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

Additional Terms

1. **Expedite Request Fee:** If Customer requests that CenturyLink accelerate a service delivery date and CenturyLink in its sole discretion agrees to accelerate such date, Customer agrees to pay, as invoiced by CenturyLink, an initial flat fee of \$500, plus \$50 per day per service package for each day the actual delivery date precedes the service delivery date identified by the order/project manager and documented in CenturyLink's order management system.
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Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14518

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to **execute a Service Order Q-16809-1 with Cyxtera Technologies, Inc.** for co-location and disaster recovery services for Natividad during the period retroactive July 1, 2019 through June 30, 2020 at a cost of \$105,487, under the terms and conditions of the existing county Master Agreement (A-14052) which has a term of July 21, 2018 through June 30, 2020.
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to four (4) additional annual renewal Service Orders with Cyxtera Technologies, Inc. provided additional costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$11,000 maximum additional cost), subject to County Counsel review and under the same terms and conditions of the existing Master Agreement (A-14052).
- c. Authorize the Deputy Purchasing Agent for NMC or his designee to **execute amendment No. 5 to the Agreement with CenturyLink Communications LLC (A-12812)** to add continued data circuit services for Natividad at a cost of \$157,471, with no change to the agreement term of July 21, 2015 through June 30, 2020.
- d. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to four (4) additional annual renewal Service Orders with CenturyLink Communications LLC provided additional costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$16,000 maximum additional cost), subject to County Counsel review and under the same terms and conditions of the existing Master Agreement (A-14052).

PASSED AND ADOPTED on this 24th day of September 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 24, 2019.

Dated: September 24, 2019
File ID: A 19-347
Agenda Item: 15

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

Amendment 5

AMENDMENT TO CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

THIS AMENDMENT NO. FIVE (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and **County of Monterey** ("Customer"), hereby amends the CenturyLink Loyal Advantage Agreement or Qwest Loyal Advantage Agreement, as applicable, Content ID: 960424, 974641, 1074546, 1171673, and 1224975, 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.

CenturyLink and Customer wish to amend the Agreement as follows:

1. 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:

1.1. Sub-billing account for Natividad Medical Center:

- a) Customer agrees to allow Natividad Medical Center to purchase any service currently under the County of Monterey agreements and any future services that the County of Monterey will add via future Amendments.
- b) Customer agrees to allow Natividad Medical Center to pay for and be billed directly for the services they have and may purchase in the future. County of Monterey remains financially responsible for purchased made by Natividad Medical Center.
- c) Attached is the current ~~inventory~~ **Pricing** of services for Natividad Medical Center.

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

CENTURYLINK COMMUNICATIONS, LLC

Susan Baker

Authorized Signature

Susan Baker

Name Typed or Printed

Manager-Offer Management

Title

Oct 8, 2019

Date

County of Monterey on behalf of
Natividad Medical Center

Gary R. Gray
Authorized Signature

Gary R. Gray, CEO

Name Typed or Printed

CEO

Title

10-1-19

Date

Amendment 5

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

CENTURYLINK COMMUNICATIONS, LLC

Authorized Signature

Name Typed or Printed

Title

Date

County of Monterey on behalf of
Natividad Medical Center

Authorized Signature

Gary R. Gray, CEO

Name Typed or Printed

CEO

Title

10-1-19

Date

Monterey County Deputy County Counsel

Date: 10/3/19

Monterey County Deputy Auditor/Controller

Date: 10-4-19

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

CenturyLink Quote for Account: 88134532

Service	Quantity	Term in Months	ITEM	Cost	Estimated Costs
Equipment	1	24	Rented CPE Monthly Charge Highlands Ranch and Salinas	\$ 669.77	\$ 669.77
MPLS Circuit	1	24	Highlands Ranch Circuit ID: ETH1000-22913807 with Cross Connect Loop	Variable based on usage. See table below for costs	\$ 2,646.97
MPLS Circuit	1	24	NMS-Select Internet Protol Service	\$ 60.00	\$ 60.00
MPLS Circuit	1	24	Salinas, CA Circuit ID: ETH1000-22919263	Variable based on usage. See table below for costs	\$ 2,649.86
MPLS Circuit	1	24	1000M CenturyLink Loop	\$ 4,344.00	\$ 4,344.00
MPLS Circuit	1	24	NMS-Select Internet Protol Service	\$ 60.00	\$ 60.00

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*
0.000 - 100 Mbps	\$8.22	\$7.79	\$7.41
100.001 - 150 Mbps	\$8.22	\$7.79	\$7.41
150.001 - 200 Mbps	\$8.22	\$7.79	\$7.41
200.001 - 250 Mbps	\$7.25	\$6.89	\$6.53
250.001 - 300 Mbps	\$7.25	\$6.89	\$6.53
300.001 - 350 Mbps	\$6.33	\$5.99	\$5.74
350.001 - 400 Mbps	\$6.33	\$5.99	\$5.74
400.001 - 500 Mbps	\$5.52	\$5.24	\$4.96
500.001 - 600 Mbps	\$4.95	\$4.69	\$4.50
600.001 - 700 Mbps	\$4.10	\$3.90	\$3.71
700.001 - 800 Mbps	\$4.10	\$3.90	\$3.71
800.001 - 900 Mbps	\$4.10	\$3.90	\$3.71
900.001 - 1000 Mbps	\$4.10	\$3.90	\$3.71

Service	Quantity	Term in Months	ITEM	Cost	Estimated Costs
Internet Circuit	1	24	Highlands Ranch Circuit ID: ETH1000-22586276	Variable based on usage. See Table Below for costs	\$ 646.00

Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Internet Port	24 Month Service Term MRC per Mbps*	NRC per Port**
0.000 - 100 Mbps	\$6.46	\$4,000.00
100.000 - 150 Mbps	\$6.46	\$4,000.00
150.001 - 200 Mbps	\$6.46	\$4,000.00
200.001 - 250 Mbps	\$5.67	\$4,000.00
250.001 - 300 Mbps	\$5.67	\$4,000.00
300.001 - 350 Mbps	\$4.97	\$4,000.00
350.001 - 400 Mbps	\$4.97	\$4,000.00
400.001 - 500 Mbps	\$4.32	\$4,000.00
500.001 - 600 Mbps	\$3.90	\$4,000.00
600.001 - 700 Mbps	\$3.22	\$4,000.00
700.001 - 800 Mbps	\$3.22	\$4,000.00
800.001 - 900 Mbps	\$3.22	\$4,000.00
900.001 - 1000 Mbps	\$3.22	\$4,000.00

Service	Quantity	ITEM	Cost	Estimated Costs
Taxes		State and Local Taxes	Variable	\$ 593.03
Fees		Other Fees related to the services	Variable	\$ 1,452.88

Total Estimated Monthly	\$ 13,122.51
Total Estimated Yearly	\$ 157,470.12

Monterey, County of



Name: Eric A. Chatham

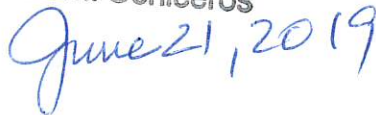
Title: Director of ITD

Date: 6/27/2019

APPROVED AS TO FORM


DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Rebecca M. Cenicerros


June 21, 2019

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

6-21-19