

**Service Order**

<b>Company Name:</b> Monterey, County of	<b>Billing Address:</b>
<b>Billing Site Name:</b> Monterey, County of	Street: 1590 Moffett St.
<b>Billing Account Number:</b> 622030	City, State, Zip: Salinas, California 93905
<b>Currency:</b> USD	
<b>CenturyLink Affiliate:</b> CenturyLink Communications, LLC	
<b>Primary Contact:</b>	<b>Billing Contact:</b>
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

Lumen Contact Details	Name	Phone	Email
Sales Representative	Betsaida Castillo		betsaida.castillo@lumen.com
Solutions Engineer	Daniel Surratt		daniel.surratt@lumen.com

**Quote Summary**

Quote Description (for informational purposes only)
Option 2

Initial Service Term
36

36 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	27,850.50	1,700.00
Existing Totals	49,597.75	0.00
Delta Totals	-21,747.25	1,700.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	4	Hosting	<b>CenturyLink Private Cloud on vCF 1.0</b> Region: North America Subregion: North America Data Center: ZZSC9 Hardware Vendor: HPE Node Configuration: CenturyLink Private Cloud on vCF Build Your Own CPU Count: 2 CPU Speed: 2.3 GHz Intel Xeon Gold 5218 Sixteen-Core RAM: 384 GB Hard Drive: 17.5 TB NIC: 10 GigE Copper Hypervisor: VMware Cloud Foundation	10,040.68	0.00	10,040.68	1,700.00
Renewal	1	Network	<b>HAN Internet Access 3.0 (R)</b> AIP 710835  Data Center: ZZSC8 Scenario: Managed Hosting Internet BGP: N/A	0.00	0.00	0.00	0.00
Renewal		Network	<b>HAN Port Activation - GigE 1.0</b> AIP 710836	47.34	47.34	0.00	0.00
Renewal	1	Network	<b>HAN Internet Bandwidth 3.0 (R)</b> AIP 710839  Region: North America Usage Calculation: 95th Percentile Higher of In or Out Base Bandwidth: 100	439.27	439.27	0.00	0.00
Renewal	1	Hosting	<b>Managed Firewall 3.0 IDC (R)</b> 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	898.54	898.54	0.00	0.00
Renewal	1	Hosting	<b>Savvis Data Protect Backup 1.0 (R)</b> AIP 710872  Subscription (GBs): 40960 [MRR Per Unit: \$0.21]	8,500.00	8,500.00	0.00	0.00
Renewal		Hosting	<b>Active Backup Clients 1.0</b> AIP 710873  Active Clients: 26	359.12	359.12	0.00	0.00
Renewal		Hosting	<b>Offsite Tape Archive 1.0</b> AIP 710874  Amount Archived per Frequency (GBs): 3584 Archive Frequency: Monthly Archive Retention: 84 Months	311.34	311.34	0.00	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Renewal	1	Hosting	<b>Threat Management Service 1.0 (R)</b> AIP 710877  Data Center: ZZSC8 TMS - Scanned Devices: 30	511.20	511.20	0.00	0.00
Renewal with Changes	1	Hosting	<b>Advanced Managed Services 1.0 (R)</b> AIP 870396  Non-CenturyLink Managed Environments: No Custom Rate: No Region: North America Type of CTA: Unnamed Remote CTA Metropolitan Area: NA CTA Market Level: NA Committed Service Hrs/Mo CTA: 0 CTA Unique Identifier*: Type of Windows TSE: Unnamed Remote Windows TSE Unique Identifier*: Committed Service Hrs/Mo Win: 20 TSE-Cloud/Virt Type: Unnamed Remote TSE-Cloud/Virt Commit Hrs/Mo: 0 Cloud/Virt TSE Unique Identifier*: Type of Unix TSE: Unnamed Remote Committed Service Hrs/Mo Unix: 0 Unix TSE Unique Identifier*: Type of Network TSE: Unnamed Remote Committed Service Hrs/Mo NET: 0 Network TSE Unique Identifier*: 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 Application TSE Unique Identifier*: Type of SAM: Unnamed Remote SAM Metropolitan Area: NA SAM Market Level: NA Committed Service Hrs/Mo SAM: 0 SAM Unique Identifier*: Committed Service Hrs/Mo Adaptive: 0 Adaptive Desk Unique Identifier*: Type of Flex: Unnamed Remote Committed Service Hrs/Mo Flex: 0 Flexible Resource Unique Identifier*: Type of TAM: Unnamed Remote Committed Service Hrs/Mo TAM: 4 <b>(0)</b> TAM Unique Identifier*: Type of CSM: Unnamed Remote CSM Metropolitan Area: NA CSM Market Level: NA Committed Service Hrs/Mo CSM: 20 CSM Unique Identifier*:	6,743.01	7,499.45	-756.44	0.00
Renewal	1	Hosting	<b>Hosting Access Extension 1.0 (R)</b> AIP 908120  Data Center: ZZSC9 Cross Connect Type: Colocation to HAN GigE Media Type: Cat5E CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	0.00	0.00	0.00	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	1	Hosting	<b>Cloud Application Manager 1.0</b> Type: SaaS High Availability: No Failover Clone: No MSA Term: 36 MSA Custom Term: 0 MSA Currency: USD Monthly MSA Spend Commit: 0 MSA Term Discount Percent: 0	0.00	0.00	0.00	0.00
Add	1	Hosting	<b>Custom Cloud 1.0</b> Compute: NA Storage: NA Security: NA Software: Custom Cloud - CenturyLink Provided OS and/or Application License Keys as per ctl.io/pricing Network: N/A	0.00	0.00	0.00	0.00
Delete	1	Delete	<b>Managed Server 1.0</b> AIP 710842  Data Center: ZZSC8 Service Level: Managed Server Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core RAM: 128 GB OS Ownership: CenturyLink Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System	0.00	511.10	-511.10	0.00
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710843  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710844  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00
Delete		Delete	<b>Database Server Software 1.0</b> AIP 710845  Application: Microsoft SQL Database Type: Enterprise Edition CPU License Count: 12 License Ownership: Customer Database Posture: N/A Addon Data Center: ZZSC8	0.00	290.06	-290.06	0.00
Delete		Delete	<b>SAN Connect (Dual Port) 1.0</b> AIP 710846  Addon Data Center: ZZSC8	0.00	73.95	-73.95	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete	1	Delete	<b>Managed Server 1.0</b> AIP 710847  Data Center: ZZSC8 Service Level: Managed Server Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core RAM: 128 GB OS Ownership: CenturyLink Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System	0.00	511.10	-511.10	0.00
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710848  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710849  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00
Delete		Delete	<b>Database Server Software 1.0</b> AIP 710850  Application: Microsoft SQL Database Type: Enterprise Edition CPU License Count: 12 License Ownership: Customer Database Posture: Standby DR/Passive Microsoft SQL Instance Addon Data Center: ZZSC8	0.00	290.06	-290.06	0.00
Delete		Delete	<b>SAN Connect (Dual Port) 1.0</b> AIP 710851  Addon Data Center: ZZSC8	0.00	73.95	-73.95	0.00
Delete	1	Delete	<b>Managed Server 1.0</b> AIP 710852  Data Center: ZZSC8 Service Level: Managed Server Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core RAM: 128 GB OS Ownership: CenturyLink Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System	0.00	511.10	-511.10	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710853  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710854  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00
Delete		Delete	<b>Database Server Software 1.0</b> AIP 710855  Application: Microsoft SQL Database Type: Enterprise Edition CPU License Count: 12 License Ownership: Customer Database Posture: N/A Addon Data Center: ZZSC8	0.00	450.50	-450.50	0.00
Delete		Delete	<b>SAN Connect (Dual Port) 1.0</b> AIP 710856  Addon Data Center: ZZSC8	0.00	73.95	-73.95	0.00
Delete	1	Delete	<b>Managed Server 1.0</b> AIP 710857  Data Center: ZZSC8 Service Level: Managed Server Chassis: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.4 GHz Intel Xeon E5-2620 v3 Six-Core RAM: 128 GB OS Ownership: CenturyLink Hard Drive Count: 2 Hard Drive Size: 300 GB SAS 15K OS: Windows Server 2012 R2 Standard 64 bit Managed Operating System	0.00	511.10	-511.10	0.00
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710858  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00
Delete		Delete	<b>Connectivity Card 1.0</b> AIP 710859  Server Series: HP DL Model Configuration: Single Port Manufacturer: HP Card Type: Fibre Channel HBA Addon Data Center: ZZSC8	0.00	25.50	-25.50	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete		Delete	<b>Database Server Software 1.0</b> AIP 710860  Application: Microsoft SQL Database Type: Enterprise Edition CPU License Count: 12 License Ownership: Customer Database Posture: Standby DR/Passive Microsoft SQL Instance Addon Data Center: ZZSC8	0.00	290.06	-290.06	0.00
Delete		Delete	<b>SAN Connect (Dual Port) 1.0</b> AIP 710861  Addon Data Center: ZZSC8	0.00	73.95	-73.95	0.00
Delete	1	Delete	<b>Unified Storage 1.0</b> AIP 710878  Value (GBs): 5620 Value Replication (GBs): 5620 Value Total (GBs): 11240 Velocity (GBs): 0 Velocity Replication (GBs): 0 Velocity Total (GBs): 0 Vital (GBs): 14812 Vital Replication (GBs): 8192 Vital Total (GBs): 23004	0.00	18,444.56	-18,444.56	0.00
Delete		Delete	<b>Unified Storage Replication 1.0</b> AIP 710879	0.00	334.51	-334.51	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Node</b> AIP 710880  Data Center: ZZSC8 Node Configuration: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core RAM: 256GB Hard Drive: 2x80GB SSD NIC: 1 GigE	0.00	1,698.79	-1,698.79	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710881  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710882  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	47.53	-47.53	0.00
Delete		Delete	<b>Savvis Directory Services 1.0</b> AIP 710883  Service: Active Directory Addon Data Center: ZZSC8	0.00	154.39	-154.39	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710884  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete		Delete	<b>Web Application Software 1.0</b> AIP 710885  Application: Microsoft IIS Addon Data Center: ZZSC8	0.00	77.20	-77.20	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710886  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710887  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710888  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710889  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710891  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710893  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710894  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00



Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete		Delete	<b>Savvis Directory Services 1.0</b> AIP 710895  Service: Active Directory Addon Data Center: ZZSC8	0.00	154.39	-154.39	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710897  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710898  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710900  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710904  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710905  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Node</b> AIP 710906  Data Center: ZZSC8 Node Configuration: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core RAM: 256GB Hard Drive: 2x80GB SSD NIC: 1 GigE	0.00	1,698.79	-1,698.79	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710907  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete	1	Delete	<b>Virtual Intelligent Hosting Node</b> AIP 710908  Data Center: ZZSC8 Node Configuration: HP DL360 Gen9 CPU Count: 2 CPU Speed: 2.3 GHz Intel Xeon E5-2698v3 Sixteen-Core RAM: 256GB Hard Drive: 2x80GB SSD NIC: 1 GigE	0.00	1,698.79	-1,698.79	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 710909  Data Center: ZZSC8 NOS: Windows Server 2012 Standard 64 bit Managed Operating System 2 CPU	0.00	43.74	-43.74	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 760023  Data Center: ZZSC8 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU	0.00	46.66	-46.66	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 760024  Data Center: ZZSC8 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU	0.00	46.66	-46.66	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 765375  Data Center: ZZSC8 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU	0.00	46.66	-46.66	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 789592  Data Center: ZZSC8 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU	0.00	46.66	-46.66	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 789593  Data Center: ZZSC8 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU	0.00	46.66	-46.66	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete	1	Delete	<b>Custom Security Services 1.0</b> AIP 827219  Data Center: ZZSC8 Model: F5 Pair / Small / AIP 710841 Vendor: F5 Service Description: Removal of Existing F5 Load Balancers	0.00	0.00	0.00	0.00
Delete	1	Delete	<b>Symphony Dedicated ESX Upgrade 1.0</b> AIP 835187  Data Center: ZZSC9 Upgrade Scenario: Upgrade VMware ESXi Operating System Quantity: 3	0.00	0.00	0.00	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 864314  Data Center: ZZSC8 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU	0.00	101.06	-101.06	0.00
Delete	1	Delete	<b>Disaster Recovery Management Services 1.0</b> AIP 870388  DR Technology: SafeHaven Number of Protected Servers: 13	0.00	972.40	-972.40	0.00
Delete		Delete	<b>DR Manager 1.0</b> AIP 870389  Hours: 6.25	0.00	796.87	-796.87	0.00
Delete		Delete	<b>DR Replication for Active Directory 1.0</b> AIP 870390  Number of Primary AD Servers: 1 Number of Protected Servers in AD Domain: 13	0.00	0.00	0.00	0.00
Delete	1	Delete	<b>Virtual Intelligent Hosting Instance</b> AIP 870997  Data Center: ZZSC9 NOS: Windows Server 2012 R2 Standard 64 bit Managed Operating System 2 CPU	0.00	54.19	-54.19	0.00
Delete	1	Delete	<b>Consulting Svc Time &amp; Material na</b> AIP 873458  SOW Name: DR Database LogShipping Setup Engagement Mgr SOW Number: 845955 Service Category: Applications Service Description: DR Database LogShipping Setup Engagement Mgr	0.00	0.00	0.00	0.00

Service Details - 36 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Delete	1	Delete	<b>Consulting Svc Time &amp; Material na</b> AIP 873459  SOW Name: DR Database LogShipping Setup 2 DB Eng SOW Number: 845955 Service Category: Applications Service Description: DR Database LogShipping Setup 2 DB Eng	0.00	0.00	0.00	0.00
<b>Group Totals</b>				27,850.50	49,597.75	-21,747.25	1,700.00

Usage Per Unit	Tier	Usage Rate
1. HAN Internet Bandwidth 3.0 Base Bandwidth	-	10.25
2. Savvis Data Protect Backup 1.0 Subscription (GBs) > Usage Only	0 - 40960 GB	Included
3. Savvis Data Protect Backup 1.0 Subscription (GBs) > 40960	40960 - 46080 GB	0.94
4. Savvis Data Protect Backup 1.0 Subscription (GBs) > 46080	46080 - 56320 GB	0.91
5. Savvis Data Protect Backup 1.0 Subscription (GBs) > 56320	56320 - 81920 GB	0.89
6. Savvis Data Protect Backup 1.0 Subscription (GBs) > 81920	81920 - 102400 GB	0.87
7. Offsite Tape Archive 1.0 Amount Archived per Frequency (GBs)	-	0.1241
8. Advanced Managed Services 1.0 Committed Service Hrs/Mo CTA	-	272.3825
9. Advanced Managed Services 1.0 Committed Service Hrs/Mo Win	-	170.7245
10. Advanced Managed Services 1.0 TSE-Cloud/Virt Commit Hrs/Mo	-	231.2932
11. Advanced Managed Services 1.0 Committed Service Hrs/Mo Unix	-	200.8242
12. Advanced Managed Services 1.0 Committed Service Hrs/Mo NET	-	175.1392
13. Advanced Managed Services 1.0 Committed Service Hrs/Mo DBA	-	235.7471
14. Advanced Managed Services 1.0 Committed Service Hrs/Mo Stor	-	233.1423
15. Advanced Managed Services 1.0 Committed Service Hrs/Mo APP	-	240.8592
16. Advanced Managed Services 1.0 Committed Service Hrs/Mo SAM	-	284.123
17. Advanced Managed Services 1.0		

Committed Service Hrs/Mo Adaptive	-	0.0
18. Advanced Managed Services 1.0		
Committed Service Hrs/Mo Flex	-	284.123
19. Advanced Managed Services 1.0		
Committed Service Hrs/Mo CSM	-	234.0
20. Advanced Managed Services 1.0		
Committed Service Hrs/Mo TAM	-	224.0702

## Customer Acceptance

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

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

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

## Terms and Conditions

- Standard pricing for Cloud Application Manager Services is available within the Cloud Application Manager billing module. Pricing for Cloud Application Manager Services is listed in USD notwithstanding any \$0 amounts shown in the table above and consists of two types: (a) for virtual appliances, a monthly recurring charge will apply; and/or (b) for SaaS, which is usage-based service (i.e. a \$0 MRC) and an initial non-recurring charge (for SaaS service) as noted in the table above and then pay-as-you go pricing as listed within the Cloud Application Manager billing module will apply and charges may vary each month depending on actual usage. For avoidance of doubt, for consumption based SaaS services, the MRC is \$0.00 as noted above since charges are based on usage and are not a fixed, recurring

monthly charge. Customer acknowledges and agrees that notwithstanding any \$0.00 noted in the table above, Customer agrees to pay charges based on Customer's use of the Services. For Customers who purchase the virtual appliance or other monthly recurring and non-usage based Cloud Application Manager Service, pricing will not appear as \$0 in the table above.

For all Cloud Application Manager Services, charges will be billed in the currency identified on this Service Order and will be invoiced in the chosen currency equivalent as of the date of the invoice and each month thereafter based on the exchange rate as of the date of the invoice. For the avoidance of doubt, Lumen uses dynamic exchange rates to calculate all non-USD billing. This means that the exchange rate published on the day each respective monthly invoice is created will be the exchange rate used to appropriately convert the invoiced amounts from USD to the applicable currency. Exchange rate adjustments shall not be deemed a rate adjustment. Customer will pay such invoices free of currency exchange costs, or bank charges.

Certain Cloud Application Manager Services may be eligible for a term discount of Managed Services Anywhere. As specified in the product detail above, "MSA Term" means a minimum term commit greater than one (1) year for Managed Services Anywhere and Monthly MSA Spend Commit, means a minimum monthly revenue commit associated with Customer's Managed Services Anywhere. Customers may add/modify/disconnect individual components of Managed Services Anywhere at any time at will so long as the Monthly MSA Spend Commit is met. The MSA Term will commence on the applicable Billing Commencement Date ("BCD") and will continue for the period set forth in the Service Order. Notwithstanding anything to the contrary in the Service Schedule, at the conclusion of the committed term, the Services will renew on a month-to-month basis at then current service rates assuming no minimum spend or term commitment unless Customer, prior to expiration of the MSA Term signs a new Service Order with a new MSA Term. Notwithstanding anything to the contrary in the Agreement or Service Schedule, if the Agreement, the Service Schedule or any Cloud Application Manager Service is terminated either by Lumen as a result of Customer's default or by Customer for any reason other than as a result of default prior to the conclusion of an applicable MSA Term, then Customer shall be liable for: (i) an early termination charge equal to 100% of the then current Monthly MSA Spend Commit multiplied by the number of months remaining in the MSA Term; (ii) all Service charges accrued but unpaid as of the termination date; and (iii) any out of pocket costs incurred by or imposed upon Lumen (e.g. license fees, vendor termination charges).

Customer is responsible for providing notice of termination for any Services ordered hereunder to Cloud Application Manager Support. For services with an MSA Term, Monthly MSA Spend Commit charges will continue to accrue until notice of termination is provided.

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.

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

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

Monterey, County of

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Name:

Title:

Date:





**STATEMENT OF WORK**  
**CONSULTING SERVICES**  
**Agreement Pramata ID # 960424**  
**Quote Number (if applicable): SM10000940**

## 1. OVERVIEW

This Consulting Services Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the services to be provided to Monterey County ("Customer") by CenturyLink Communications, LLC ("CenturyLink"). This SOW is effective upon the last date signed below ("Effective Date"). This SOW incorporates by reference and is governed by the CenturyLink Master Service Agreement or other service agreement executed between the parties and the Custom Solutions and Services Schedule, or the then current standard CenturyLink Master Service Agreement and Custom Solutions and Services Schedule if not executed as of the Effective Date of this SOW, copies of which will be made available upon request. This SOW, any attached or incorporated documents, and the applicable service agreement between CenturyLink and Customer, Custom Solutions and Services Schedule and SOW Change Requests collectively comprise the agreement between the parties ("Agreement"). Capitalized terms not defined in this SOW are defined in the Agreement.

## 2. DESCRIPTION OF WORK

### 2.1 Consulting Services

CenturyLink will provide the consulting services selected below ("Services"). Services are generally described in this Section and detailed as specifically provided to Customer in Section 2.2. All Services not selected are out of scope and require a SOW Change Request.

Consulting Services: Scope Description	In Scope
<b>Cloud Readiness:</b> Services may include the discovery and analysis of Customer's current state and provide an assessment of Cloud migration strategy, roadmap, target environment architecture, cost-benefit analysis and an implementation path. Services may also assist Customer with the evaluation of the complete environment for infrastructure, applications, security and risk and map the functional, non-functional and technical requirements back to Customer's business objectives.	<input checked="" type="checkbox"/>
<b>Cloud Migration:</b> Services may include an assessment and determination of optimal steps to migrate into a cloud environment, such as refactoring viable workloads to a Cloud native functionality and services to Cloud services and hybrid solutions as required. Services may include methodology for discovering, analyzing, designing, building and executing detailed plans (incorporating all requirements – business and technical) to complete the migration.	<input checked="" type="checkbox"/>
<b>Disaster Recovery Services:</b> Services may include analyzing Customer's environment to assist Customer with assessing disaster recovery needs.	<input checked="" type="checkbox"/>

### 2.2 Service Details

Services are available to Customer in the form of an engagement subject to these further service-specific terms. CenturyLink employees or subcontractors ("CenturyLink Resource(s)") will perform the activities detailed below (a "Project").

#### (a) Objective of the Project:

- i. Migration Services from DCC to LPC ("Lumen Private Cloud")
- ii. DR ("Disaster Recovery") Services to Customer Data Center ("DC") in Salinas, CA
- iii. DR Support Services

#### 1) Migration

Existing Source Environment(s)	Target Environment(s)
24 VMs in DCC + 2 SQL Database Physical Servers	26 VMs in LPC

#### 2) DR

Source Environment(s)	Target Environment(s)
14 VMs on the new LPC	14 VMs in a Customer DC in Salinas, CA

#### (b) Detailed SOW

- i. Under **Migration Services**, CenturyLink will provide,





Task	Description
<b>Task 1 – Initiation Phase</b>	<p>CenturyLink and Customer will assign their respective primary contact points.</p> <p>If needed, CenturyLink will work with the Customer to install and configure the CenturyLink provided Discovery tool(s) in the Existing Source Environment(s). Discovery tool(s) will run for up to four (4) weeks.</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>Asset Summary Report (“ASR”) Document</li> </ol>
<b>Task 2 – Kickoff Phase</b>	<p>CenturyLink will conduct a kick-off meeting for the scoped Services with Customer’s key business and technical stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> <li>Management (CIO, CTO, and IT Directors)</li> <li>Infrastructure teams (systems architects, virtualization administrators)</li> <li>Applications teams (managers, architects, and administrators)</li> </ul> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>Project Plan Document</li> </ol>
<b>Task 3 – Discover and Analyze Existing Source Environments Phase</b>	<p>CenturyLink will conduct workshops with Customer to assess the relevant business and technical requirements about the Existing Source Environment(s) and translate them into a migration plan (Example: Application Wave, Firewall Rules). Customer will provide necessary resources to formally review and validate Existing Source Environment(s). CenturyLink will coordinate with the Customer on the following:</p> <ul style="list-style-type: none"> <li>Review relevant business goals and business drivers</li> <li>Review Customer’s compute growth needs</li> <li>Review Customer business and technical constraints</li> <li>Review Customer’s Existing Source Environment(s), which shall include a review of the following components: <ul style="list-style-type: none"> <li>Network</li> <li>Compute</li> <li>Security</li> <li>Storage</li> <li>Applications</li> </ul> </li> <li>CenturyLink will produce a Master Asset Inventory (“MAI”) which will serve as the baseline for the Application Grouping Schedule (“AGS”). The MAI will consist of all in-scope information originally provided by the Customer as validated through the Discovery Tool.</li> <li>CenturyLink will review the firewall rules from the source data center to confirm validity of network and application information collected during the Discovery phase. <ul style="list-style-type: none"> <li>Review of firewall technologies in use</li> <li>Review of application data flows in the Existing Source Environments(s)</li> </ul> </li> </ul> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>MAI Document</li> </ol>
<b>Task 4 – Design Phase</b>	<p>CenturyLink will translate the information gathered during Discover Phase into a high-level design incorporating the following items:</p> <ul style="list-style-type: none"> <li>Growth and long-term goals</li> <li>Technical constraints</li> <li>Compute inventory and requirements</li> <li>Application architecture and requirements</li> </ul> <p>CenturyLink will design the Target State Architecture (“TSA”) for the in-scope Services. The TSA will include:</p>



Task	Description
	<ul style="list-style-type: none"> <li>• Virtualization plan</li> <li>• Cloud target state design document for the Target Environment(s)</li> <li>• Compute and storage resources</li> <li>• High level network diagram</li> <li>• Network layout and connectivity</li> </ul> <p>CenturyLink will ensure that applicable rules for North and South traffic (Internet) are designed for the firewall in Target Environment(s)</p> <p>Following the Design Phase, the Customer will provide written acceptance that the environment has been designed per the requirements documented in the TSA to finalize the deployment of the in-scope Services.</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. TSA Document</li> <li>2. RTM ("Requirement Traceability Matrix") Document</li> <li>3. Network Diagram Document</li> <li>4. HTOF ("Hosting Technical Order Form") Document</li> <li>5. IP Schema Document</li> </ol>
<b>Task 5 – Build Phase</b>	<p>Following the acceptance of the TSA by Customer, the CenturyLink team will provision all applicable resources (Example: server builds, server groups, networks, base security rule sets, and load balancer rules) as documented in the TSA.</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. As-Built Validation Process</li> </ol>
<b>Task 6 – Migration Planning/Scheduling Phase</b>	<p>CenturyLink will segregate and prioritize application instances, tiers, and their supporting servers into sets known as "Waves" to be migrated together. The content of each Wave is determined based on the output of inventory, and discovery data, business, and technical inputs and data gathered during workshops, and prioritization rules jointly defined jointly with the Customer. This allows for the inclusion of existing Customer plans (business, technical, or financial) in the selection criteria for the Waves.</p> <p>CenturyLink will work with the Customer and document the Detail Migration Plan ("DMP"). DMP documents will include, but not limited to:</p> <ul style="list-style-type: none"> <li>• Tasks identified by the application and infrastructure teams to be performed for the move group migration</li> <li>• Customer application remediation steps</li> <li>• Resources identified to perform the listed tasks per the roles and responsibilities documented in the MSD</li> <li>• Schedule for the resources to perform the listed tasks.</li> <li>• Communication hand-offs between resources in performing the listed tasks</li> </ul> <p>Customer will provide necessary resources to review, validate, and formally accept the DMP.</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. Application Grouping and DMP Document</li> </ol>
<b>Task 7 – Execute Phase</b>	<p>CenturyLink will:</p> <ul style="list-style-type: none"> <li>• Using appropriate Migration Tool, based on scope and technology, migrate In-Scope virtual and physical servers to Target Environment(s) in accordance with the agreed upon migration schedule</li> <li>• Customer will test and accept migrated servers following a documented test plan that is compared to the baselined test from the source.</li> </ul>



Task	Description
	<p>Customer will be responsible for any application remediation necessary because of the updated infrastructure configuration – including IP address changes. Application remediation may include, but not limited to, updating application specific configuration parameters tied to infrastructure parameters (Examples: Hard coded IPs and hostname references).</p> <p>CenturyLink will cutover firewall from the Existing Source Environment(s) to the Target Environment(s) and test.</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>Customer Acceptance Review Process</li> </ol>
<b>Task 8 – Project Close Out Phase</b>	<p>Once all the in-scope servers are migrated and cutover from the Existing Source Environment(s) to the Target Environment(s) and handed over to the steady state operations team for an ongoing management and monitoring; the Project is formally closed, and the existing site can be decommissioned.</p> <p>The following are the required components for the operations turnover:</p> <ul style="list-style-type: none"> <li>Customer sign-off has been received signaling the successful migration of all servers.</li> <li>Turnover to operations is completed for the last Wave of applications, databases, and the underlying infrastructure.</li> <li>CenturyLink will conduct a project closure meeting at the conclusion of the project to go over the findings, obtain Customer acceptance of the services, and provide any additional recommendations and feedback to the Customer.</li> <li>Provide Project closure report.</li> </ul> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>Target Environment(s) Walkthrough</li> <li>RTM Document Review</li> <li>Project Acceptance Document</li> </ol>

ii. Under **DR Services**, CenturyLink will provide,

Task	Description
<b>Task 1 – DR Discovery</b>	<p>CenturyLink will work with Customer to analyze and assess the Source Environment(s) including:</p> <ul style="list-style-type: none"> <li>Validation of In-scope workloads.</li> <li>Identification of recovery strategy/plan for application, compute, and storage components.</li> <li>Identification of protection groups.</li> <li>Identification of priority sequence for recovery; and</li> <li>Identification of core services recovery strategy (For Example: Active Directory, VPN, file and print).</li> </ul> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>DR Strategy Document including priority sequence for in-scope VMs</li> </ol>
<b>Task 2 – DR Design</b>	<p>CenturyLink will work with Customer to create a design for the Target Environment(s) based on the information gathered during discovery.</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>TSA Document (Same as Migration TSA Document)</li> </ol>
<b>Task 3 – DR Build</b>	<p>CenturyLink will build out a disaster recovery environment in the Target Environment(s) in accordance with the DR Design. CenturyLink will:</p> <ul style="list-style-type: none"> <li>Create virtual networks.</li> <li>Setup relevant firewall rules to allow appropriate connections between the Source and the Target Environment(s).</li> </ul>



Task	Description
	<ul style="list-style-type: none"> <li>• Setup storage in the Target Environment(s).</li> <li>• Install and configure the DR replication software on the Source Environment(s).</li> <li>• Install and configure the DR replication software on the Target Environment(s).</li> <li>• Setup virtual protection groups in the Target Environment(s) based on Customer's application recovery priority and sequencing requirements.</li> </ul> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. As-Built validation Process</li> </ol>
<b>Task 4 – DR Plan</b>	<p>CenturyLink will work with Customer to develop DR plan (the "DR Plan"). The DR Plan will include:</p> <ul style="list-style-type: none"> <li>• A communication plan and associated contact details</li> <li>• Disaster declaration and invocation processes</li> <li>• Escalation procedures for all activities and processes related to the recovery of the application services</li> <li>• An infrastructure services recovery plan               <ul style="list-style-type: none"> <li>– Infrastructure health check activities</li> <li>– VM recovery activities</li> <li>– VM health check activities</li> </ul> </li> </ul> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. DR Communication Plan Document</li> <li>2. DR Plan Document</li> </ol>
<b>Task 5 – DR Test</b>	<p>CenturyLink will work with the Customer to schedule and conduct an initial DR test. The testing will include the following:</p> <ul style="list-style-type: none"> <li>• DR test plan development and review.</li> <li>• DR test scheduling and assisting Customer with one initial DR test limited to the DR test plan detailed above</li> <li>• DR test reporting and remediation of open issues for the one initial DR test.</li> </ul> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. DR Test Plan Document</li> <li>2. DR test Report Document</li> </ol>
<b>Task 6 – DR Transition to Operations</b>	<p>CenturyLink will perform operational hand-off to the Customer steady state team for operational support of the Target Environment(s).</p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. Project Acceptance Document</li> </ol>

iii. Under **DR Support Services**, CenturyLink will provide,

After the completion of all Tasks found in Objective 1 and 2, CenturyLink will provide a CTA ("Cloud Technology Advisor")/DR manager for no more than **fifteen (15) hours per month**. The CTA/DR manager will be available to perform the following functions:

- Provide guidance post implementation of the DR Target Environment(s) regarding updates, changes, optimization, audit sessions, test Activities, and At Time of Disaster ("ATOD") services.
- Provide support for the DR runbook and communications plan.
- Setup quarterly planning meeting with all DR stake holders to review service, health, changes, updates.
- Review Customer's disaster recovery emergency team ("DRET") member assignments and verify the contact information.
- Provide Customer team members with updated contact information (if appropriate) and chain of command for problem, notification, and escalation.
- Produce quarterly capacity and performance report relative to the DR Target Environment(s), with the intent on surfacing opportunities for improvement and any potential critical items that require addressing. Present observations and findings of analysis to Customer; and



- Upon request from Customer, CenturyLink will assist Customer with once-a-year DR test during the Service Term. Any DR test requested by the Customer must be similar in scope to the initial DR test described in Task 5 above under DR Services.

**(b) Exclusions/Activities Not Covered by the Project:** N/A

**(c) Milestones:**

Milestones	Description
Milestone 1	Completion of Project Objective i and ii

### 2.3 Estimated Timeline

Customer and CenturyLink agree that the estimated timeline for the Project is **Twenty (20) Weeks** following Commencement Date. Such estimated timeline is subject to change and CenturyLink will notify Customer of any updates to the timeline and schedule if applicable.

Date	Description
TBD	SOW Execution Date (“Execution Date”)
Execution Date + <b>4 Weeks</b>	Commencement Date of the Project (“Commencement Date”)
Commencement Date + <b>20 Weeks</b>	End Date of the Project

### 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.

- (a)** Customer will assign a dedicated, authorized representative who will be available throughout the Project, and Customer will keep contact information up to date with CenturyLink, including email address.
- (b)** Customer will identify and provide CenturyLink with access to all relevant Customer-controlled information, systems, equipment, environments, resources, and locations to CenturyLink and ensure that such are sufficiently provisioned to allow CenturyLink to provide Services.
- (c)** 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.
- (d)** 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.
- (e)** Customer is responsible for the performance or quality of Customer’s third-party vendors.
- (f)** Customer will commit resources to meet its obligations for the duration of the Service Term.
- (g)** Customer will not, without the prior written consent of CenturyLink, either directly or indirectly, solicit or attempt to solicit, divert or hire away any CenturyLink Resource for a period of one year following the termination of the SOW.
- (h)** Customer will provide an environment necessary for CenturyLink to provide the Services, which may include that 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 that replication is operational.
- (i)** Customer will provide a safe workplace in compliance with all laws if Services are performed at a Customer location.
- (j)** Customer is responsible for pre and post migration testing/validation/acceptance.

### 2.5 Assumptions

- (a)** Other CenturyLink Resources will be utilized, as needed, to provide a full scope of technical expertise.
- (b)** If the Project extends beyond the estimated timeline due to delays caused by parties other than CenturyLink or its subcontractors, additional charges may apply and CenturyLink’s ability to provide the Services as set forth in this SOW may be affected.



- (c) Requests for CenturyLink Resources or activities 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.
- (d) The CenturyLink Resources will complete the Services in a professional and competent manner.
- (e) 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.
- (f) Services provided during Local Business Hours defined as Monday to Friday from 08:00 to 17:00, excluding locally observed holidays, applicable to time zone relevant to the Customer's location serviced by the CenturyLink Resource.
- (g) Any requests by Customer to work on other engagements are subject to Customer and CenturyLink executing a Change Request or new Statement of Work.
- (h) Automated discovery tools will be deployed to all Source Environment(s) in scope.
- (i) All database servers are migrated using the server-based migration tool with all databases and applications stopped during final sync.
- (j) Database servers that cannot be migrated as described within this SOW will require extra level of effort, cost, and timeline.
- (k) Application remediation due to server IP change or other Target Environment(s) change is Customer responsibility.
- (l) Service Charges do not include any performance tuning of servers and applications, any onsite work, or any compliance requirements to be followed.
- (m) As applicable, Services may require Customer to have software versions of .Net 4.6.5 and PowerShell 3 for CAM/MSA.
- (n) If not identified within this SOW, CenturyLink Database Administrative ("DBA") resource requirements are available for additional charges and require a SOW Change Request.
- (o) Source SQL Production and Non-Production Database Clusters are reduced to single node no less than 72 hours prior to migration activity.

### 3. CHARGES; SERVICE TERM & TERMINATION

#### 3.1 Charges

Customer agrees to pay the rates identified in this SOW and all other charges associated with the Services as invoiced monthly by CenturyLink within 30 days of invoice date. Unless otherwise provided, travel related expenses will be invoiced to Customer on a cost basis after being incurred. Acceptance is not a prerequisite for billing or payment.

3.1.1. Non-Recurring Services Charges (NRC)		
IT Services	Part / Quote Code	Charge(s)
		\$0.00
<b>Total (USD)</b>		<b>\$0.00</b>

3.1.2. Monthly Recurring Charges (MRC)		
IT Services	Part / Quote Code	Charge(s)
ITS Core	ITS Core Services 1.0: "DR Support Services"	\$4,787.00
ITS Core	ITS Core Services 1.0: "Milestone 1"	\$2,628.14
<b>Service Term: 36 months</b>		<b>\$7,415.14</b>

#### 3.2 Service Term/Termination/Termination Charges.

The term ("Service Term") of this SOW will begin upon the Effective Date of this SOW and will remain in effect until the latter of (a) until all Tasks detailed above are completed or (b) the Project is terminated by either party upon 30 days written notice. CenturyLink Resources will commence the Services no later than 15 business days of the Service Term. During the Service Term if a CenturyLink Resource resigns or is otherwise unable to perform the Services, CenturyLink will have 15 days to replace the CenturyLink Resource. Termination by Customer requires Customer to pay all charges associated with the CenturyLink Resources during the notice period and the applicable cancellation fees. If Customer terminates all or part of this SOW prior to its Service Commencement Date, Customer will pay a cancellation fee of 25% of the affected fees plus all out-of-pocket costs incurred by CenturyLink. If all or part of this SOW is terminated either by CenturyLink for default or by Customer for any reason other than default after the Service Commencement Date but prior to completion of the Services, then Customer will be liable for: (a) an early termination charges equal to 50% of the charges associated with any Milestones not yet completed by CenturyLink or of the MRC remaining in the Service Term and (b) 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.

#### 3.3 Any pricing quoted within this document is valid until 06/26/2021.





## 4. CONTROLS

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### 4.1 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.

### 4.2 Change Control

Either party may request changes to this SOW by submitting a written change request ("SOW Change Request") which identifies in reasonable detail a summary of the requested change, why and when the change is needed, and any modifications to the SOW and pricing. CenturyLink will evaluate SOW Change Requests by Customer. CenturyLink will prepare a SOW Change Request documenting the revisions which will become effective when the SOW Change Request is executed by the parties. In the event of any conflicts or inconsistencies, the terms of an executed SOW Change Request prevail over those of this SOW.

## 5. LIMITATIONS OF LIABILITY

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Notwithstanding any cap on damages set forth in the underlying service agreement or in the Custom Solutions and Services Schedule, 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 Schedule, this provision will prevail.

## 6 MISCELLANEOUS

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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. If CenturyLink provides an assessment, certification, report, or similar material to Customer, such material is developed in good faith and CenturyLink endeavors to provide accurate information but cannot guarantee the result and that all issues have been identified. Customer will not utilize the Services or CenturyLink Resources provided under this SOW as a replacement for any Customer resources located in the United Kingdom. **Acceptance:** Where Customer provides written notice of reasonable dissatisfaction with the performance of a CenturyLink Resource, CenturyLink will utilize commercially reasonable efforts to promptly address the personnel issue, including replacement of the CenturyLink Resource, within 15 days following such notice. Written notice must describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. Customer has 10 days after completion of a Milestone as applicable (or each recurring portion thereof) to provide CenturyLink with written notice of any deficiency regarding such Milestone or such Milestone shall be deemed accepted by Customer. Such written notice will describe with specificity the deficiency to the reasonable satisfaction of CenturyLink. 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 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's failure 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 Acceptance section are Customer's sole and exclusive remedy regarding the Services. **Security:** 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 activity performed under this SOW complies with or satisfies any applicable governmental or industry data security standard. If such activities 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. **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. **Privacy:** 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.

Acknowledged & Agreed:



**CENTURYLINK COMMUNICATIONS, LLC**

**Monterey County**

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Authorized Signature

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Authorized Signature

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

**THIS AMENDMENT NO. Eight** (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and **COUNTY OF MONTEREY** ("Customer"), hereby amends the CenturyLink Loyal Advantage Agreement or Qwest Loyal Advantage Agreement, as applicable, Content ID: 960424, 974641, 1074546, 1171673, 1224975, 1240658, 1370030 and 1405205, as may have been previously amended (the "Agreement"). For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. All references to "Qwest Loyal Advantage" or "QLA" are hereby replaced with "CenturyLink Loyal Advantage."

CenturyLink and Customer wish to amend the Agreement as follows:

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

The Term of the Agreement will continue through June 30, 2024 ("Renewal Term"). The parties may agree in writing to renew the Agreement upon mutual agreement for an additional Renewal Term of 1 year, or period agreed upon by the parties, at least 30 days prior to the expiration of any Renewal Term. If the parties fail to renew the Agreement and Customer continues to use Services, the Agreement will automatically renew on a month to month basis until either party provides 60 days written notice to the other party to terminate the Agreement.

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

**2.1** The following rates for Tiered IQ Networking Private Port are extended for Renewal Term:

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

\*Install NRC will receive 100% discount. Service ordered hereunder has been installed for at least 12 consecutive months ("Minimum Discount Term").

**3. Modifications to Local Access Attachment.** The following rates for Local Access Services are extended for Renewal Term:

NPA/NXX or CLLI	Service Address	Loop Tracking ID	Type of Local Access	Service Term in Months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
SLNSCA01DS0	1590 MOFFETT ST SALINAS, CA 93905	200630733049	ELA Native – SingleCoSlow	36	Gigabit Ethernet	\$2,685.00	\$0.00
408/988	4650 OLD IRONSIDES DR SANTA CLARA, CA 95054	2020DCIxxx	XCA-Data Center	36	Gigabit Ethernet	\$0.00	\$0.00

**4. 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:

**4.1 General.**

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

- The ISS is located at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](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](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf)
- The Tariff is located at <http://www.centurylink.com/tariffs>

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

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

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

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

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

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

**5. 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.

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

**(a) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com), except that notices for Services purchased under the Select Advantage Service Exhibit Customer must be provided to the customer care number specified on Customer’s invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink’s receipt of the notice, unless a longer period is otherwise required by a Service Exhibit. Customer’s notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

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

**7. Miscellaneous.**

**7.1** 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”.

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

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

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

**CENTURYLINK COMMUNICATIONS, LLC**

**COUNTY OF MONTEREY**

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Authorized Signature

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Authorized Signature

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