

AMENDMENT TO CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

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

CenturyLink and Customer wish to amend the Agreement as follows:

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

Term. The Term of the Agreement will continue through June 30, 2019 ("Renewal Term"). The parties may agree in writing to renew the Agreement upon mutual agreement for an additional Renewal Term of 1 year, or other period agreed upon between the parties, at least 30 days prior to the expiration of any Renewal Term. If the parties fail to renew the Agreement and Customer continues to use Services, the Agreement will automatically renew on a month to month basis until either party provides 60 days' written notice to the other party to terminate the Agreement.

2. Section 3, titled Rates, in the Agreement is deleted in its entirety and replaced with the language outlined below:

Rates. Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Renewal Term. As of the Effective Date of this Amendment No. 3, the CenturyLink quoted rates to Customer for the Renewal Term are set forth in Attachment A. The quoted rates outlined in Attachment A reflect the base rates. Any applicable taxes, surcharges, or other fees are additional. Attachment A does not include any rates associated with Customer-approved changes made during the Renewal Term or other adjustments that may occur as expressly provided under the terms of the Agreement. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section. If the Agreement continues on a month to month basis after the expiration of the last Renewal Term, Customer will continue to receive the same rates for 90 days after the expiration of the final Renewal Term. Notwithstanding anything to the contrary in a Service Exhibit, CenturyLink may modify rates to the rates that are in effect at that time after such 90 days.

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

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

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, 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-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.

5. Miscellaneous. This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement shall remain N920497

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in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink's electronic signature process for the Agreement is acceptable.

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

CUSTOMER: COUNTY OF MONTEREY

CENTURYLINK COMMUNICATIONS, LLC

Authorized Signature

Name Typed or Printed

Title

Date

DocuSigned by:

Susan Baker


Authorized Signature
Susan Baker

Name Typed or Printed
Offer Management

Title 6/29/2018

Date

**AMENDMENT TO
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ATTACHMENT A**

5/11/2018				County of Monterey								
				Managed Hosting of ERP Solution								
				Budgetary Quote of Monthly/Annual Investment								
										 CenturyLink™		
Account Number	Invoice Number	Category	Line	Service 1	Service 2	Qty	Price	Amount	TAF	Subtotal	Taxes	Total
622030	B1-1582675	Recurring Charges	1	HAN Port Activation - GigE	n/a	1	\$69.00	\$ 69.00	\$ -	\$ 69.00	\$ -	\$ 69.00
622030	B1-1582675	Recurring Charges	2	HAN Internet Bandwidth	n/a	1	\$640.18	\$ 640.18	\$ -	\$ 640.18	\$ -	\$ 640.18
622030	B1-1582675	Recurring Charges	3	Managed Firewall	n/a	1	\$1309.50	\$ 1,309.50	\$ -	\$ 1,309.50	\$ -	\$ 1,309.50
622030	B1-1582675	Recurring Charges	4	Managed Server	n/a	1	\$601.30	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	5	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	6	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	7	Database Server Software	n/a	1	\$4778.25	\$ 4,778.25	\$ -	\$ 4,778.25	\$ -	\$ 4,778.25
622030	B1-1582675	Recurring Charges	8	SAN Connect (Dual Port)	n/a	1	\$87.00	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	9	Managed Server	n/a	1	\$601.30	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	10	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	11	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	12	Database Server Software	n/a	1	\$341.25	\$ 341.25	\$ -	\$ 341.25	\$ -	\$ 341.25
622030	B1-1582675	Recurring Charges	13	SAN Connect (Dual Port)	n/a	1	\$87.00	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	14	Managed Server	n/a	1	\$601.30	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	15	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	16	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	17	Database Server Software	n/a	1	\$4778.15	\$ 4,778.15	\$ -	\$ 4,778.15	\$ -	\$ 4,778.15
622030	B1-1582675	Recurring Charges	18	SAN Connect (Dual Port)	n/a	1	\$87.00	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	19	Managed Server	n/a	1	\$601.30	\$ 601.30	\$ -	\$ 601.30	\$ -	\$ 601.30
622030	B1-1582675	Recurring Charges	20	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	21	Connectivity Card	n/a	1	\$30.00	\$ 30.00	\$ -	\$ 30.00	\$ 2.70	\$ 32.70
622030	B1-1582675	Recurring Charges	22	Database Server Software	n/a	1	\$341.25	\$ 341.25	\$ -	\$ 341.25	\$ -	\$ 341.25
622030	B1-1582675	Recurring Charges	23	SAN Connect (Dual Port)	n/a	1	\$87.00	\$ 87.00	\$ -	\$ 87.00	\$ -	\$ 87.00
622030	B1-1582675	Recurring Charges	24	Data Protect Backup Subscription	n/a	1	\$4526.08	\$ 4,526.08	\$ -	\$ 4,526.08	\$ -	\$ 4,526.08
622030	B1-1582675	Recurring Charges	25	Active Backup Clients	n/a	1	\$422.50	\$ 422.50	\$ -	\$ 422.50	\$ -	\$ 422.50
622030	B1-1582675	Recurring Charges	26	Offsite Tape Archive	n/a	1	\$459.26	\$ 459.26	\$ -	\$ 459.26	\$ -	\$ 459.26
622030	B1-1582675	Recurring Charges	27	Service Management	n/a	1	\$1600.00	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
622030	B1-1582675	Recurring Charges	28	Supplemental Service Management	n/a	1	\$2800.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00
622030	B1-1582675	Recurring Charges	29	Threat Management Service	n/a	1	\$745.00	\$ 745.00	\$ -	\$ 745.00	\$ -	\$ 745.00
622030	B1-1582675	Recurring Charges	30	Unified Storage	n/a	1	\$14769.66	\$ 14,769.66	\$ -	\$ 14,769.66	\$ -	\$ 14,769.66
622030	B1-1582675	Recurring Charges	31	Unified Storage Replication	n/a	1	\$487.50	\$ 487.50	\$ -	\$ 487.50	\$ -	\$ 487.50
622030	B1-1582675	Recurring Charges	32	Virtual Intelligent Hosting	n/a	1	\$2475.75	\$ 2,475.75	\$ -	\$ 2,475.75	\$ -	\$ 2,475.75
622030	B1-1582675	Recurring Charges	33	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	34	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	35	Directory Services	n/a	1	\$225.00	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ 225.00
622030	B1-1582675	Recurring Charges	36	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	37	Web Application Software	n/a	1	\$112.50	\$ 112.50	\$ -	\$ 112.50	\$ -	\$ 112.50
622030	B1-1582675	Recurring Charges	38	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	39	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	40	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	41	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	42	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	43	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	44	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	45	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	46	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	47	Directory Services	n/a	1	\$225.00	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ 225.00
622030	B1-1582675	Recurring Charges	48	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	49	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	50	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	51	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	52	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	53	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	54	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	55	Virtual Intelligent Hosting	n/a	1	\$2475.75	\$ 2,475.75	\$ -	\$ 2,475.75	\$ -	\$ 2,475.75
622030	B1-1582675	Recurring Charges	56	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	57	Virtual Intelligent Hosting	n/a	1	\$2475.75	\$ 2,475.75	\$ -	\$ 2,475.75	\$ -	\$ 2,475.75
622030	B1-1582675	Recurring Charges	58	Virtual Intelligent Hosting	n/a	1	\$63.75	\$ 63.75	\$ -	\$ 63.75	\$ -	\$ 63.75
622030	B1-1582675	Recurring Charges	59	Virtual Intelligent Hosting	n/a	1	\$68.00	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	60	Virtual Intelligent Hosting	n/a	1	\$68.00	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	61	Virtual Intelligent Hosting	n/a	1	\$68.00	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	62	Virtual Intelligent Hosting	n/a	1	\$68.00	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Recurring Charges	63	Virtual Intelligent Hosting	n/a	1	\$68.00	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ 68.00
622030	B1-1582675	Usage Charges	64	Data Protect Backup Subscription	n/a	22349	0.317	\$ 7,084.77	\$ -	\$ 7,084.77	\$ -	\$ 7,084.77
622030	B1-1582675	Usage Charges	65	Offsite Tape Archive	n/a	9035	0.5382	\$ 4,862.64	\$ -	\$ 4,862.64	\$ -	\$ 4,862.64
Monthly Total												\$ 62,698.29
ANNUAL TOTAL												\$ 752,379.48
Totals here reflect the design as originally ordered and modified, plus any usage charges which are variable. Taxes, Surcharges, and fees/late charges if applicable would be additional and are not reflected here. Those charges can vary from month to month.												

NS20197

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



CenturyLink™

5/11/2018

County of Monterey

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

Monthly

Current Gross Charges

COUNTY OF MONTEREY 87441558	\$880.00
	\$880.00

Government Fees and Taxes

State and Local Taxes	\$41.07
	\$41.07

Other Fees & Monthly Charges

Federal Universal Service Fund	\$104.12
Federal Regulatory Recovery	\$15.75
Property Tax Recovery	\$18.75
	\$138.62

Current Net Charges	\$1,059.69
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Totals here reflect the design as originally ordered and modified, plus any usage charges which are variable. Taxes and fees/late charges are reflected in these estimates but could change from month to month.

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CenturyLink™

6/19/2018

County of Monterey (NMC)

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

Budgetary Quote of Monthly/Annual Investment

Monthly

Current Gross Charges

MONTEREY, COUNTY OF 88134532

\$9,622.60

\$9,622.60

\$ 9,622.60 Total network charges to Denver

CPE Rental/Mgmt/Maintenance

\$ 669.77 Equipment Rental **

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

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

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