

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

15th

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 25-14JUL20 – Internet Services Provider for the 13th Judicial Circuit Court to CenturyLink of St. Louis, Missouri.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 15th day of October 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Pabry
Fred J. Pabry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 09/29/20
RE: Award of RFB 25-14JUL20 – Internet Service Provider for the 13th Judicial Circuit Court

Request for Bid 25-14JUL20 for Internet Service Provider services for the 13th Judicial Circuit Court received five bids including one that consisted of a base and alternate bid from CenturyLink. All bids were evaluated by Mary Epping, 13th Circuit Court Administrator, and Christopher Fishman-Weaver, Technology Services Supervisor, 13th Circuit Court.

The cost evaluation was conducted by the Purchasing Department and reviewed by the 13th Circuit Court evaluators. The recommendation for award is to the lowest and best bid offered by CenturyLink of St. Louis, Missouri for its base bid for the Adtran V56620 Router and all repair/replacement maintenance for the contract term.

The contract period will run from November 1, 2020 through October 31, 2023, and there are four (4) one-year renewal options available to the County beyond this initial period.

Payments will be made from Department/Account Code 1230 – Jury Services & Court Costs/48002 – Data Communications: \$1,660.00.

/lp

Attachment: Cost Evaluation, File Memo

Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider

	BlueBird Network	CherryRoad Technologies	Granite Telecommunications LLC	CenturyLink Base Adtran V5660 Router and all repair/replacement maintenance for contract term	CenturyLink Alternate Fully Managed and Monitored Firewall Service Cisco Meraki MX250	Socket
GRAND TOTAL PRICE						
All Prices	\$ 146,016.00	\$ 456,682.08	\$ 567,840.00	\$ 127,394.40	\$ 138,314.40	\$ 240,345.00

Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider			
Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider	QTY	Bluebird Network	Extended Pricing All Prices
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service One Time Installation	1	\$ -	\$ -
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Service Cost Per Month	12	\$ 1,250.00	\$ 15,000.00
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Hardware Lease Price Per Month	12		\$ -
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service	1		\$ -
Line Item 4.10.3 Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above. SEE FILE MEMO IPv4 Address/24 Class C \$500.00 per month + \$50.00 per month Enhanced DDoS Protection = \$550.00/month \$550.00 X 12 = \$6,600.00	1	\$ 550.00	\$ 6,600.00
Initial Contract Period Total Price \$21,600.00/year			\$ 21,600.00
Three Year Initial Period: \$64,800.00			\$ 64,800.00
4.10.4.1 First Renewal Option Percentage Adjustment		0%	\$ 21,600.00
4.10.4.2 Second Renewal Option Percentage Adjustment		0%	\$ 21,600.00
4.10.4.3 Third Renewal Option Percentage Adjustment \$1,150.00/month = \$13,800.00 + Required Costs/year \$6,072.00(\$6,600.00 at 8% decrease) = \$19,872.00		8% Decrease	\$ 19,872.00
4.10.4.4 Fourth Renewal Option Percentage Adjustment \$1,050.00/month = \$12,500.00 + Required Costs/year \$5,544.00(\$6,600.00 at 16% decrease) = \$18,144.00		16% Decrease	\$ 18,144.00
GRAND TOTAL			\$ 146,016.00

Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider			
Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider	QTY	CherryRoad Technologies	Extended Pricing
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service One Time Installation	1	\$ 13,520.00	\$ 13,520.00
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Service Cost Per Month	12	\$ 2,788.50	\$ 33,462.00
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Hardware Lease Price Per Month	12	\$ 125.00	\$ 1,500.00
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service	1	\$ 12,900.00	\$ 12,900.00
Line Item 4.10.3 Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above.	1	\$ -	\$ -
Initial Contract Period Total Price \$61,382/year			\$ 61,382.00
Three Year Initial Period: \$184,146.00			\$ 184,146.00
4.10.4.1 First Renewal Option Percentage Adjustment		0%	\$ 61,382.00
4.10.4.2 Second Renewal Option Percentage Adjustment		0%	\$ 61,382.00
4.10.4.3 Third Renewal Option Percentage Adjustment		22%	\$ 74,886.04
4.10.4.4 Fourth Renewal Option Percentage Adjustment		22%	\$ 74,886.04
GRAND TOTAL			\$ 456,682.08

Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider			
Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider	QTY	Granite Telecommunications LLC	Extended Pricing
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service One Time Installation	1	\$ -	\$ -
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Service Cost Per Month	12	\$ 3,380.00	\$ 40,560.00
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Hardware Lease Price Per Month	12	\$ -	\$ -
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service MRC of \$2,500 X's remaining months (12) maximum potential liability - or sum of verifiable, unmarked-up fees assessed by underlying carrier - whichever is greater	1	\$ 30,000.00	\$ 30,000.00
Line Item 4.10.3 Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above. SEE FILE MEMO \$10,200.00/year Cisco 4451 with PERF License + \$360.00/year Advanced Monitoring MRC = \$10,560.00/year	1	\$ 10,560.00	\$ 10,560.00
Initial Contract Period Total Price \$81,120.00/year			\$ 81,120.00
Three Year Initial Period: \$243,360.00			\$ 243,360.00
4.10.4.1 First Renewal Option Percentage Adjustment		0%	\$ 81,120.00
4.10.4.2 Second Renewal Option Percentage Adjustment		0%	\$ 81,120.00
4.10.4.3 Third Renewal Option Percentage Adjustment		0%	\$ 81,120.00
4.10.4.4 Fourth Renewal Option Percentage Adjustment		0%	\$ 81,120.00
GRAND TOTAL			\$ 567,840.00

Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider				
Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider	QTY	CenturyLink Base Bid Adtran V5660 Router and all repair/replacement maintenance for contract term	Extended Pricing	
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service One Time Installation	1	\$	\$	
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Service Cost Per Month	12	\$ 690.00	\$ 8,280.00	
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Hardware Lease Price Per Month	12	\$	\$	
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service Varies - Max Potential Liability is 100%	1	\$ 8,280.00	\$ 8,280.00	
Line Item 4.10.3 Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above. SEE FILE MEMO Taxes, Fees and Surcharges - For 12 months: Sample \$136.60 for one- month X's 12 = \$1,639.20	1	\$ 1,639.20	\$ 1,639.20	
Initial Contract Period Total Price \$18,199.00/year			\$ 18,199.20	
			\$ 54,597.60	
		Three Year Initial Period: \$54,597.60		
4.10.4.1 First Renewal Option Percentage Adjustment		0%	\$ 18,199.20	
4.10.4.2 Second Renewal Option Percentage Adjustment		0%	\$ 18,199.20	
4.10.4.3 Third Renewal Option Percentage Adjustment		0%	\$ 18,199.20	
4.10.4.4 Fourth Renewal Option Percentage Adjustment		0%	\$ 18,199.20	
			\$ 127,394.40	
		GRAND TOTAL		

Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider			
Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider	QTY	CenturyLink Base Alternate Fully Managed and Monitored Firewall Service Cisco Meraki MX250	Extended Pricing
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service One Time Installation	1	\$ -	\$ -
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Service Cost Per Month	12	\$ 755.00	\$ 9,060.00
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Hardware Lease Price Per Month	12	\$ -	\$ -
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service Varies - Max Potential Liability Is 100%	1	\$ 9,060.00	\$ 9,060.00
Line Item 4.10.3 Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above. SEE FILE MEMO Taxes, Fees and Surcharges - For 12 months: Sample \$136.60 for one- month X's 12 = \$1,639.20	1	\$ 1,639.20	\$ 1,639.20
Initial Contract Period Total Price \$19,759.20/year			\$ 19,759.20
Three Year Initial Period: \$59,277.60			\$ 59,277.60
4.10.4.1 First Renewal Option Percentage Adjustment		0%	\$ 19,759.20
4.10.4.2 Second Renewal Option Percentage Adjustment		0%	\$ 19,759.20
4.10.4.3 Third Renewal Option Percentage Adjustment		0%	\$ 19,759.20
4.10.4.4 Fourth Renewal Option Percentage Adjustment		0%	\$ 19,759.20
GRAND TOTAL			\$ 138,314.40

Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider			
Cost Evaluation: RFB 25-14JUL20 - Internet Service Provider	QTY	Socket	Extended Pricing
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service One Time Installation	1	\$ -	\$ -
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Service Cost Per Month: \$1,385.00 + \$250.00 for 1 Class C Sequential Public IP Address Block = \$1,635.00	12	\$ 1,635.00	\$ 19,620.00
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Hardware Lease Price Per Month	12	\$ -	\$ -
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service Varies - Max Potential Liability is 75% (75% of \$19,620.00 = \$14,715.00)	1	\$ 14,715.00	\$ 14,715.00
Line Item 4.10.3 Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above.	1	\$ -	\$ -
Initial Contract Period Total Price \$34,335.00/year			\$ 34,335.00
Three Year Initial Period: \$103,005.00			\$ 103,005.00
4.10.4.1 First Renewal Option Percentage Adjustment		0%	\$ 34,335.00
4.10.4.2 Second Renewal Option Percentage Adjustment		0%	\$ 34,335.00
4.10.4.3 Third Renewal Option Percentage Adjustment		0%	\$ 34,335.00
4.10.4.4 Fourth Renewal Option Percentage Adjustment		0%	\$ 34,335.00
GRAND TOTAL			\$ 240,345.00

PURCHASE AGREEMENT
For INTERNET SERVICES PROVIDER – TERM AND SUPPLY

THIS AGREEMENT dated the _____ day of _____ 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **CenturyLink** herein “Contractor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Internet Service Provider**, County of Boone Request for Bid, bid number **25-14JUL20** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Certification Form, Lobbying Certification Form, Work Authorization Certification, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **July 31, 2020**, executed by **Lynn Zinsser** on behalf of the Contractor, the e-mail dated **August 10, 2020** from **Lynn Zinsser** on behalf of the Contractor, the CenturyLink’s Master Service Agreement, State Local and Education Government Agencies Version, and Order #Q-01026527. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Purchase Agreement, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Period – The initial contract period shall be the **November 01, 2020 through October 31, 2023**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Internet Service that includes the **Adtran V5660 Router** and all repair/replacement maintenance for the contract term at the following pricing:

Internet Service Provider			
Internet Bandwidth	One-Time Installation Cost	Service Cost per Month – Firm and Fixed	Hardware Lease \$/Month
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service	\$0.00	\$690.00	\$0.00
Line Item 4.10.2 Termination Fee: Firm, fixed total price for terminating service	Pursuant to paragraph 5.2(b) in the CenturyLink Master Service Agreement – State Local and Education Government Agencies Version – CenturyLink Local Access Service Exhibit included herein		
Line Item 4.10.3 Required Other Costs:	Applicable Taxes, Fees and Surcharges		

4. **Delivery** – The Contractor agrees to deliver ordered services to the 13th Judicial Circuit of Missouri as specified in the contract. Installation of the new fiber build to the Courthouse is 45-90 days notwithstanding any complications that the contractor shall promptly communicate to the County as discovered. Service shall be provided to the Boone County Courthouse located at 705 E. Walnut Street in Columbia, Missouri. All deliveries of material product as applicable are FOB Destination, Freight Prepaid and Allowed.

5. **Billing and Payment** - All billing shall be invoiced to the 13th Judicial Circuit Court Administrator. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

8. **Termination** – See CenturyLink Master Service Agreement Sections 4.4 and 4.6.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CENTURYLINK

by Steve Amerson
DocuSigned by:
53E47EA8836B46A...
title Manager - Offer Management

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by TF
Brianna Lennon, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 1230 - Account: 48002: \$1,660.00

DocuSigned by: <i>Jane E. Patchford</i> by <i>NA</i>	10/2/2020	
Signature	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources. **(REVISED BY MUTUAL AGREEMENT)**
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. **DELETED BY MUTUAL AGREEMENT**
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000.00, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

Customer Name: **Boone County Purchasing**Order #: **Q-01026527**Order Generation Date: **9/22/2020 7:35:06 AM**Cutoff/Expiration Date: **11/6/2020**Currency: **USD**

Customer Information	Account Information	Prepared By
Name: Boone County Purchasing Primary Contact: Cj Dykhouse Primary Contact Phone: (573) 886-4413 Primary Contact Email: cdykhouse@boonecountymmo.org Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1077243 Billing Account: Billing Address: Boone County Purchasing - 613 E ASH ST RM 109 COLUMBIA, MO 65201-4432 Contract ID#: New (Internal Use Only)	Name: Lynn 0820Zinsser Phone: Email: lynn.zinsser@centurylink.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ Internet	1	705 E WALNUT ST COLUMBIA MO 65201		Adtran Netvanta 5660 Pro 1G	36 Months	\$650.00	\$99.00	\$99.00
Building Extension	1		Building Extension		36 Months	\$0.00	\$0.00	
	1		Business Essentials - Standard	Includes 10 Licenses	36 Months	\$0.00	\$0.00	
	1		Pro MET 24x7 Professional	Pro 1G 24x7	36 Months	\$40.00	\$0.00	
Service Sub Total:						\$690.00	\$0.00	

"Terms and Conditions for Fiber+ Internet Bundle Offer" Lumen provides Fiber+ Internet services under: (a) the Fiber+ Internet Package Attachment ("Attachment") and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE Service Exhibits. The Attachment and Service Exhibits applicable to Customers purchasing Fiber+ Internet services for wholesale purposes are found at http://www.centurylink.com/legal/FiberPlus_Wholesale.pdf. The Fiber+ Internet Package type appears in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The Local Access bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The package pricing includes the Local Access MRC and the Rental CPE MRC. Lumen will provide the rental equipment while Customer purchases the Services from Lumen. Lumen may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table, the Rental CPE maintenance is ProMET On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET On-Site Premium maintenance. Customer's site must qualify for ProMET On-Site Premium maintenance. Upgrade/MACD pricing and Other Charges are per the online Rate Sheet located at:

http://www.centurylink.com/legal/FiberPlus_offers/FiberPlus_offers_Rate_Sheet_v1.pdf ("Rate Sheet"). These rates may not apply if Service is being purchased for wholesale purposes. As part of the Service provisioning process, Lumen will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above. No Resale. Customer warrants: 1) Services are for its own use and 2) it will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law, unless Service is purchased for wholesale purposes. If Customer orders Building Extension Service, the Building Extension Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request. Customer is currently eligible to receive the following optional business applications provided by Lumen with the Fiber+ Internet Bundle at no additional charge. Customer will receive a URL and temporary log-in credentials to access Control Center once Customer's order is submitted. Customer will need to sign on and change these credentials within 24 hours. Once Customer's circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional

Customer Name: **Boone County Purchasing**Order #: **Q-01026527**Order Generation Date: **9/22/2020 7:35:06 AM**Cutoff/Expiration Date: **11/6/2020**Currency: **USD**

business applications are governed by the terms and conditions found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.

Lumen provides CenturyLink IQ+ Port under the terms and conditions of the Domestic CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, and the Rental CPE Service Exhibit.

The port type is a CenturyLink IQ+ Port. The port bandwidth details appear in the first "IQ+" row under the "Service Attributes" column of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the "Rental CPE" row under the "Service Attributes" column of the above table.

If Customer selects a Preferred Provider and Lumen is unable to use Customer's Preferred Provider for a specific Service Address as designated in this Quote, then the rate for Service at that Service Address may be subject to change.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink business applications services at the following website: <https://apps.centurylink.com/login>. Additional charges will apply

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 690.00	\$ 0.00

Customer Name: **Boone County Purchasing**Order #: **Q-01026527**Order Generation Date: **9/22/2020 7:35:06 AM**Cutoff/Expiration Date: **11/6/2020**Currency: **USD**

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.
2. 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 Order without liability; or otherwise, Customer is deemed to accept the increase.
3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Exhibit(s)/Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Exhibit(s)/Service Schedule(s) applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Exhibit(s)/Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement and Service Exhibit(s)/Service Schedule(s) as of the date of this Order will govern, copies of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. If the Affiliate Agreement 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 then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedule(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard Lumen or CenturyLink Master Service Agreement. "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, or 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.

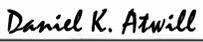
5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this 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.
6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and 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 www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).
8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.



Customer Name: **Boone County Purchasing**
Order #: **Q-01026527**
Order Generation Date: **9/22/2020 7:35:06 AM**
Cutoff/Expiration Date: **11/6/2020**
Currency: **USD**

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

Customer: Boone County Purchasing
<p>DocuSigned by:  Authorized Signature</p>
Daniel Atwill
Name Typed or Printed
Presiding Commissioner
Title
10/2/2020
Date

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **BOONE COUNTY PURCHASING** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Domestic CenturyLink IQ® Networking Service Exhibit**
- **Local Access Service Exhibit**
- **CenturyLink® Managed Enterprise with Cisco Meraki Service Exhibit**
- **Rental CPE Service Exhibit**
- **Service Appendix (Retail Version)**

3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. **Billing and Payment.**

4.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. 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.

4.2 **Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 **Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 **Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

4.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

5. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels.

6.1 Damages Limitations. 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 services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

6.3 Service Levels.

(a) Any "Service Level" applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. 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.

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**CENTURYLINK MASTER SERVICE AGREEMENT
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7. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

9.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). 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: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

9.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality;

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

(b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC

BOONE COUNTY PURCHASING

DocuSigned by:
Steve Arneson
Authorized Signature

DocuSigned by:
Daniel K. Atwill
Authorized Signature

Name Typed or Printed
Manager - Offer Management

Name Typed or Printed
Presiding Commissioner

Title
10/1/2020

Title
10/2/2020

Date

Date

Customer's Address for Notices: Boone County Purchasing -
613 E ASH ST RM 109, COLUMBIA, MO 65201-4432;
Customer's Facsimile Number (if applicable): (573) 886-4044
Person Designated for Notices: General Counsel

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

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

2. Service.

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

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

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

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

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

(d) CenturyLink IQ+® Cloud Port. A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

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

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

(c) Comprehensive Management. Comprehensive Management can be included on any eligible Port, except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This

**CENTURYLINK MASTER SERVICE AGREEMENT
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DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

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

(e) Customer Responsibilities.

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

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

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

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

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

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

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

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

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2.7 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

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

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

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

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

4.1 Pricing Methodologies.

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

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

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

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classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

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

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Service Commencement Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote, Order Form, or the pricing attachment or (b), if a service term is not shown in a quote, Order Form, or a pricing attachment, three years. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Service Commencement Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

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

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

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

5.3 Waiver of Cancellation Charges.

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

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

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

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

8. AUP. All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. References to CenturyLink IQ+ Ports in the CenturyLink IQ= SLA will also refer to CenturyLink IQ+ Cloud Ports.

10. Other Terms.

10.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

10.2 Cancellation and Termination Charges. This section replaces the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

10.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

10.4 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.

10.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

10.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee of per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and 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>. Additional rates, charges and fees for Service elements not identified in the

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Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

**LIMITED LETTER OF AGENCY
between
BOONE COUNTY PURCHASING ("Customer")
and**

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

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

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

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

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

BOONE COUNTY CIRCUIT CLERK

Customer Company Name

DocuSigned by:
Daniel K. Atwill
Authorized Signature of Customer

Daniel Atwill

Print or Type Name

Presiding Commissioner

Title

10/2/2020

Date

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PRICING ATTACHMENT**

1. Pricing.**1.1 Network Management Service MRCs.**

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

Description	Promo Code	MRC	NRC
NMS for devices associated with a CenturyLink IQ Networking Port.			
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

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

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

1.2 CenturyLink IQ Networking Features**(a) VPN Extensions.**

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

(b) Backbone Prioritization. Backbone Prioritization charges are in addition to the applicable Private Port MRCs.

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

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement. Please see Pricing Attachment for Port Pricing.

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1. General. This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

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

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

(b) Ethernet Local Access ("ELA"). ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

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

(d) DSL Local Access. "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

2.2.1 Use of IP Connection. In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

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

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a specific "Preferred Provider" for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic

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

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

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

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in a quote or Order and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

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

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

(b) Construction. Construction charges apply if: (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

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

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5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the quote or Order for Service issued by CenturyLink ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

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

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2. Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes

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of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "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.

7.4 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.

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

7.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

7.8 Fees. Charges for certain Services are 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 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>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions.

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

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

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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1. General. This Service Exhibit is applicable only where Customer orders CenturyLink® Managed Enterprise with Cisco Meraki (“MECM” or “Service”) and incorporates the terms of the Master Service Agreement or other service agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the “Agreement”) and requires the Rental CPE Service Exhibit. By purchasing MECM, Customer agrees to all applicable terms and conditions set forth by the manufacturer or publisher including any end-user license agreement, warranties, and return material authorization policies. Specifically, Customer agrees to the non-negotiable, online End User License Agreement terms and conditions and any applicable supplemental license terms found at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html (“End User License Agreement”). All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order. In the event of a conflict, the terms of this Service Exhibit and the End User License Agreement will prevail over the terms of the Agreement.

2. Service Description. MECM provides monitoring and management of the Meraki portfolio of devices in Customer’s network environment. The MECM devices establish logical connections across a physical Internet WAN connection. CenturyLink supports the Service via the password protected Meraki portal (“Portal”).

2.1 Service Packages. MECM is available in one of two packages that each contain a fixed set of features. Pricing and charges are based upon the package selected by Customer, as more fully set forth in a valid signed CenturyLink issued quote or Pricing Attachment. The following are the two available package types.

(a) Device and Management Package. The Device and Management Package includes: an eligible Rental CPE device (“Device”), Standard Installation or Self Installation, Standard Implementation, Maintenance, Management of the Meraki Devices, Portal Access, and license rights as described in the End User License Agreement.

(b) Management Only Package. The Management Only Package includes Management and Maintenance of a Customer owned Meraki device (“Managed Device”).

2.2 Devices. Devices are secure, managed solutions for Wi-Fi, analytics, SD-WAN, network switching, video surveillance, security, voice, and mobility management. CenturyLink offers the following categories of Devices from the Meraki portfolio:

(a) Wireless Access Points. Wireless Access Points are devices available for indoor and outdoor use to provide Customer with private wireless LAN and/or guest Wi-Fi access.

(b) Security Appliances. Security appliances provide firewall, universal threat management, and SD-WAN options that meet industry standards. Security appliances may either be provided at Customer’s location or into a Customer provided cloud environment. The Z3 device series and the MX64W may be provided at an end user’s residential address.

(c) Network Switches. Network switches provide POE ports for multiple devices with multiple port options that will support Customer’s entire portfolio.

(d) Security Cameras. Security cameras allow for indoor and outdoor video monitoring with multiple mounting options.

2.3 Optional Features/Accessories. The following are optional accessories available with certain Devices for an additional MRC.

(a) Stacking Cables. Stacking Cables connect multiple Network Switches within the same physical rack at Customer’s location. Stacking Cables are only available if Customer also purchases Network Switches.

(b) Fiber Transceivers. Fiber Transceivers allow for network signals to be transmitted using fiber optic technology. Fiber Transceivers are only available if Customer also purchases Network Switches or Security Appliances.

(c) Insight Manager. Insight Manager is an optional feature available only with Security Appliances for an additional MRC per Security Appliance, which allows Customer to monitor the performance of web applications on their network via the Portal.

(d) Antennas. Antennas are available as external devices to extend the coverage of Wireless Access Points. Antennas are only available if Customer also purchases Wireless Access Points.

2.4 Management. Network management (“Management”) includes (a) 24x7x365 performance management by CenturyLink skilled operations engineers; (b) continuous network monitoring of Devices and Managed Devices and notification; (c) fault management and analysis to correct unusual operational behaviors; (d) patch management for all hardware and software and (e) on-site repair services including coordination with Meraki. If the Device or Managed Device is a WAN device, CenturyLink will also manage one network circuit associated with the WAN device.

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2.5 Standard Implementation. Standard Implementation includes (a) responsibility for roll-out schedule, installation management, and project communication; (b) standard configuration of each device in the Portal that can be replicated for all networks; and (c) shipment of all equipment to the end-customer site location based on the deployment schedule.

2.6 Standard Installation. Service will be installed by CenturyLink or CenturyLink provided contractors. Standard Installation includes onsite installation of equipment, test and activation. Standard Installation also includes up to 300 ft. of cabling for each Wireless Access Point and Security Camera if required. Installation is only considered Standard Installation if: (a) no lifts are required; (b) no firebreak penetrations are required; (c) customer provides heat maps and AP locations; (d) all ceilings are either drop or rafter constructed; and (e) all work is completed during normal business hours (8:00 AM to 5:00 PM) local time. As part of Standard Installation, a CenturyLink technician will be on Customer's premises for four hours. Customer may be responsible for completing any necessary work or for contracting a third party to do so. Customer agrees to allow CenturyLink access to Customer's premises at reasonable hours as necessary. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation or tries to cancel a scheduled installation with less than one full business day prior notice, Customer will pay any charges assessed by CenturyLink for the missed appointment. CenturyLink reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two occasions. Customer is responsible for necessary preparations at its location(s) for delivery and installation of equipment and the installation and ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the equipment or Service. Upon request, Customer will provide CenturyLink with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work.

2.7 Self-Installation. Customer will be responsible for installation of Devices and integration into the Customer's network. Customer is responsible for necessary preparations at its location(s) for delivery and installation of Devices including but not limited to: (a) ensuring that Customer's location has access to power and customer network connections; and (b) cabling, if required. Prior to the Devices being shipped, CenturyLink will pack the Devices and all accessories necessary for installation. CenturyLink will load standard configurations in the Portal for initial setup including SSIDs for internal and guest access. Customer will call into CenturyLink's Activations and Implementation support team (844-210-8826) when ready for service to be turned up. If Customer orders an MR33 device, Customer may order the self-install option. If Customer orders a Z3 series or MX64W device at an end user's residential address ("Residential Use"), self-installation is included. Customer acknowledges the Remote User Installation section below applies to all Residential Use and Customer must ensure it and its end users comply with all requirements listed in the Remote User Installation section.

2.8 Maintenance. Service maintenance will be conducted remotely through the Portal when CenturyLink receives an alarm notification or when Customer notifies the MECM operations center (844-210-8821). If CenturyLink determines a Device or Devices need to be replaced, the operations center will open a ticket through the Portal or contact Meraki directly to have a replacement Device shipped to the customer site if required in accordance with the return and replacement policy found at <https://meraki.cisco.com/support>. CenturyLink will dispatch a technician for replacement installation if required. If CenturyLink conducts maintenance due to service deficiencies or interruptions caused by Customer, CenturyLink will charge a one-time NRC of \$150 per hour for that maintenance.

2.9 Portal Access. Customer will have access to the Portal for reporting analytics and full visibility to their network with the option to change their Service configuration. CenturyLink will be able to perform ongoing configuration changes, and monitoring. Requests for configuration changes must be submitted by calling the MECM operations center. CenturyLink will exclusively maintain global administrative access to the Service at all times. CenturyLink will not be responsible for outages or security incidents that occur due to Customer changes or configuration.

2.10 Optional Additional Services.

Systems Manager. Systems Manager provides cloud-based, centralized enterprise mobility management via the Portal. Systems Manager also includes license rights as described in the End User License Agreement. Systems Manager is priced per end user device (i.e. laptop, mobile phone, tablet, etc.) enrolled in the service ("End User Device"). Certain software must be installed by Customer on the End User Device(s) Customer chooses to enroll. Depending on the type of End User Device, Customer will then be able to remotely perform actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps. Customer will have full access to manage the End User Device(s).

2.11 Additional Installation Services. If Customer's location requires additional installation support that falls outside of Standard Installation, as described above, Customer may purchase additional installation services for \$250 per hour per CenturyLink technician on Customer's premises. An Additional Materials Charge may apply if additional materials are required to install Services. If Customer does not approve of the Additional Hours and Additional Materials Charge after CenturyLink notifies Customer of the charges, the order for Service(s) will be deemed cancelled. Certain installations may require custom installation services. In that event, CenturyLink will notify Customer and Customer may separately purchase custom installation services from CenturyLink.

3. Customer Responsibilities.

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- 3.1** Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations with respect to personally identifiable information, Customer traffic, or other sensitive information collected, stored, processed, sent or received by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from end users that the Customer Traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by CenturyLink or Cisco in accordance with this Service Exhibit and the End User License Agreement. In addition, Customer consents to CenturyLink's processing and use of information solely in connection with its performance of the services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.
- 3.2** Customer must notify CenturyLink of any move or relocation of Service.
- 3.3** Customer must have access to the public internet and Customer will be responsible for the underlying internet connection. Customer's internet connectivity must include an ethernet hand-off. If a Customer provided internet connection does not include an ethernet hand-off, a termination device for that hand-off will be required that supports an ethernet hand-off to Service.
- 3.4** Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide the Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.
- 3.5** Customer is responsible for providing end-user support.
- 3.6** Customer is solely responsible for all equipment and other facilities used with the Service which are not provided by CenturyLink.
- 3.7** Customer is responsible for providing CenturyLink with a person, group of people, or help desk to serve as the central point of contact for all information exchanged with CenturyLink necessary to troubleshoot or facilitate the Service ("POC"). The POC should be available 24 hours a day. The POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the workday or after hours. The POC must be available during any remote installation process. CenturyLink is not responsible for damages that may be incurred because the POC is unreachable. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform support.
- 3.8** Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.
- 3.9** Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities.
- 3.10** Customer must have an internet connection with an internet path from Customer to CenturyLink for network management and control purposes. Customer's environment must meet certain performance specifications designated by Meraki. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users, or failures or malfunctions in the Customer's environment. If CenturyLink determines that Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location. In this event, no MECM Cancellation Charges will be imposed. Customer must provide all information necessary for CenturyLink to manage the Service, including but not limited to Customer's Internet provider name, service desk number, and circuit IDs.
- 3.11** Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support.
- 3.12 For the Management-Only Package.**
- (a)** Customer is required to maintain the associated Meraki license for the Managed Devices and maintain the software within one version of the current release.
- (b)** Customer is required to inform CenturyLink of the type of Meraki licenses owned in association with the Managed Devices, as well as any other information requested by CenturyLink in relation to Customer-owned Meraki licenses.

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(c) Customer must execute a Letter of Agency with Meraki for the purposes of facilitating management services and provide a copy of the Letter of Agency to CenturyLink.

3.13 For the Device and Management Package.

(a) Customer will provide CenturyLink with adequate space (e.g., an equipment closet) and appropriate access to Customer's designated locations. CenturyLink will provide instructions to Customer for use of the Service.

(b) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service.

(c) Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

4. Consent to Access and Use Customer Information. Customer acknowledges that the Service enables the collection, use, storage and sharing of Customer traffic, which may include personal and usage information, and that CenturyLink may have access to such information in connection with managing the Services. Customer authorizes CenturyLink, Cisco, or other authorized vendors to access and use such information for purposes of providing the Services and as otherwise described in this Service Exhibit and the End User License Agreement.

5. Data Compilation. Customer authorizes CenturyLink or its authorized vendor to use of inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. CenturyLink may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain event log data for as long as necessary or useful for its uses consistent with this Service Exhibit. CenturyLink has no obligation to provide log data to Customer.

6. Remote User Installation. Customer acknowledges and agrees that improper installation by its users on their home or personal networks could result in exposure of all personal Internet traffic for all users of such personal network to Customer, CenturyLink and Cisco in the course of configuring, providing and supporting the Service. CenturyLink has taken reasonable steps to prevent such improper installation, including Warning language in the user instructions, enabling only the correct connection port, and an activation step designed to validate proper installation. Notwithstanding anything else in the Agreement to the contrary, Customer represents and warrants that it will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) immediately notify CenturyLink if it becomes aware of any improper installation by a user that enables access to any content on a user's network other than the intended work-related content; (iii) in the event Customer does have access to any content on a user's network other than the intended work-related content, not use such access to view, monitor, collect, or store any content or Internet usage other than its user's work-related content; and (iv) appropriately train its relevant personnel on the risks associated with improper installation of the Service and the terms of this Section. Customer agrees to defend, indemnify and hold CenturyLink harmless from and against any claims, costs, damages, or liabilities arising from or relating to Customer's breach of an obligation in this Section.

7. Excluded Services. CenturyLink is not responsible for any services, systems, software or equipment Customer uses with Service. CenturyLink will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers).

8. Charges. Customer must pay all applicable MRCs and NRCs set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The rates set forth on the quote or Pricing Attachment will be used to calculate Contributory Charges. 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.

9. Term; Cancellation. Customer must purchase each Service for a specific term for the particular Service ordered (each, a "Service Term"). The Service Term for each Service Package is set forth on a valid signed CenturyLink-issued quote, Order, or pricing attachment. The Service Term for each Service Package will begin, and charges will commence within five days after the date CenturyLink notifies Customer that the Service Package is provisioned and ready for use ("Service Commencement Date"). The minimum Service Term for a Service Package is 36 months. The Service Term for each new Systems Manager instance will begin and charges will commence once the End User Device is enrolled. Despite anything to the contrary on the signed quote or Pricing Attachment, the Service Term for each Systems Manager instance is 36 months. After the Service Term, Service will renew for a period of 12 months, unless mutually agreed to by both parties in writing, for additional period(s). If the Agreement, or any Service provisioned under this Service Exhibit, is cancelled prior to the expiration of the applicable Service Term for reasons other than by Customer for cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) 100% of the applicable MRCs, multiplied by the number of months remaining

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in the first 12 months of the Service Term, if any, plus (b) 75% of the applicable MRCs, multiplied by the number of months remaining to complete the Service Term, if any; and (c) the amount of any NRCs/installation charges that CenturyLink discounted or waived. Customer remains responsible for all accrued and unpaid charges, including but not limited to Installation NRCs, for the cancelled Service provided through the effective date of such cancellation. The Term and Cancellation Charge defined herein will apply in lieu of any minimum service term and cancellation charges defined in the Rental CPE Service Exhibit, except that the charge in the Equipment section that applies if Customer fails to return equipment to CenturyLink will also apply.

9.1 Cancellation Before the Service Commencement Date. If cancellation occurs before the Service Commencement Date, Customer will pay (a) one month's MRC; (b) any NRCs identified in the attached or subsequently signed quote and (b) any unpaid charges incurred by CenturyLink or any third-party and agreed upon by Customer, including but not limited to construction costs, necessary for Service delivery.

10. Moves. Customer may move Devices to another Customer location if at least 12 months remain in the Service Term. Customer will be responsible for any additional relocation costs as a result of the move. Customer must submit notice of the move, and any other requested information relative to the new Customer location, to CenturyLink at least 30 days before the requested move date.

11. Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

12. AUP. All use of the Services will comply with the AUP, posted at: <http://www.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

13. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with MECM, or that use common network features, have appropriate-security controls. Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

14. Resale Restriction. Customer warrants: a) Service is for its own use; b) it will not resell the Service in whole or in part, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; c) it will not otherwise transfer the Service to any other person or entity except, as applicable, an end user and d) it will not in any way offer third party access to the Service, other than to its end users, even if it adds features or functions to the Service or combines the Service with another service.

15. SLA. MECM is subject to the CenturyLink Managed Enterprise with Cisco Meraki SLA. The SLA is located at <http://www.centurylink.com/legal> and is subject to change.

16. E-Mail Notification/Updates. Customer agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.

17. Other Terms.

17.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

17.2 Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement.

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party; or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Service Commencement Date upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the

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Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

17.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form; and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

17.4 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 No Renew, 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.

17.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

17.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

17.7 Fees. Charges for certain Services are 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 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 <https://www.centurylink.com/taxes>.

17.8 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

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COMPREHENSIVE MANAGEMENT

**LIMITED LETTER OF AGENCY
between
BOONE COUNTY PURCHASING ("Customer")
and
CenturyLink**

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

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

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

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

Authorized Signature

Name Typed or Printed

Title

Date

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1. General; Definitions. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any CenturyLink bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

2. Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

3. Ownership and Use. Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer is responsible for for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

4. Software. Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

5. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

- (a) Commercial General Liability with limits not less than \$1,000,000 per occurrence and aggregate.
- (b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third-party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

6. Charges. The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

7. CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim

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for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

8. Term. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

9. Installation, Maintenance and Safety Compliance. Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

10. Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

11. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

12. Other Terms.

12.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

12.2 Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable CPE Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

12.3 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.

12.4 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

12.5 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service

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Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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Service Appendix (Retail Version)**

1. General. This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. Service Attachments. Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **Fiber + Internet Package Attachment**

3. Cancellation and Termination Charges. The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

4. Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. 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. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. 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 Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
Service Appendix (Retail Version)**

CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 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.

8. Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

9. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10. Conflicts. If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/clc_info_services.pdf . "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf . "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

11. HIPAA. Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
FIBER + INTERNET PACKAGE ATTACHMENT**

This CenturyLink QCC Fiber + Internet Package Attachment ("Attachment") is subject in all respects to the Domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit (collectively, the "Service Exhibits"), and the CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibits.

1. Scope. The purpose of this Attachment is to offer package pricing ("Package Pricing") for Customers purchasing a suite of CenturyLink services provided as a package, including CenturyLink IQ Networking Service, CenturyLink Local Access Service, and Rental CPE with maintenance (collectively, "Fiber + Internet Package" or the "Services"). Package Pricing is shown in Attachment 1 to this Attachment or in a signed quote or Order Form, incorporated by reference. Unless otherwise stated in this Attachment, or otherwise in the Agreement, Package Pricing is exclusive of, and may not be combined with, any other offers, discounts, or promotions. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment. Cancellation Charges apply if Customer terminates a Fiber + Internet Package before the expiration of the Service Term. Additional charges may apply as set forth in the Agreement, including any attachments or Order Form.

2. Fiber + Internet Package Solutions Descriptions. Different features are available with each Fiber + Internet Package type (collectively, "Package Solutions").

"Standard" is a combination of a CenturyLink IQ® Networking Internet Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Standard includes 10 Rental CPE configuration changes per year.

"Pro" includes all Services and components offered in Standard, plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and an Ethernet switch/router.

3. Restrictions; Eligibility; No Resale.

3.1 Restrictions. Customer must order all the applicable Services at the same time. Fiber + Internet Package Pricing will apply only if the Rental CPE is configured and installed specifically for use with the CenturyLink IQ Networking Port(s). CenturyLink will, as part of the Service provisioning process, identify for Customer whether its Local Access technology is IP Connection as described in the Local Access Service Exhibit. When purchasing IP Connection, Customer agrees that it will use the IP Connection attached to a CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection is attached to a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (i) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use at least one NBS instance per CUG (closed user group) that includes that Private Port or (ii) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so that each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted above.

3.2 Eligibility. Fiber + Internet Package Pricing applies to CenturyLink IQ Networking Ethernet Ports at the following bandwidths, if available at Customer's location: Ethernet 40, 60, 80, 100, 200, 300, or 500 Mbps, or 1 Gbps ("Fiber + Internet Ports"). Fiber + Internet Package Pricing is only available to customers located within a building where CenturyLink fiber facilities are available, and that has been designated by CenturyLink for inclusion in this offer. Building locations that are not served with CenturyLink fiber or not designated for inclusion in this offer are not eligible for Fiber + Internet Package Pricing. CenturyLink may modify or discontinue Fiber + Internet Package Pricing after the Service Term for each Fiber + Internet Package Solution is completed. Upgrades and additional Fiber + Internet Package Solutions after the initial order(s) may be subject to then-current Fiber + Internet Package Pricing. If CenturyLink determines after entering into this Agreement or after accepting an Order Form that a Customer location is not eligible for Service, CenturyLink has no obligation to provide Service at that location.

3.3 No Resale. Customer warrants: 1) Services are for its own use and 2) It will not resell the Services or extend any Services for a fee to others,, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law.

4. Term. Customer must have an Agreement Term of 36 and Customer must agree to use all the Services under each Fiber + Internet Package Solution for the minimum number of months associated with the Fiber + Internet Package Pricing shown in Attachment 1 or in a signed quote or Order Form ("Service Term"). Each Fiber + Internet Package Solution will have its own Service Term, beginning on the Service Commencement Date. Upon completion of the Service Term, the applicable Fiber + Internet Package Solution will continue until canceled by either party with 60 days' notice. The Term defined in this section will apply for all Service elements in lieu of any minimum service term defined in the Service Exhibits. If a Fiber + Internet Package Solution is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the Service Term is completed, then Customer must pay CenturyLink the following Cancellation Charges: the sum of: (1) all unpaid amounts for Services actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and

**CENTURYLINK MASTER SERVICE AGREEMENT
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FIBER + INTERNET PACKAGE ATTACHMENT**

any out-of-pocket costs of construction to the extent such construction was undertaken to provide Services hereunder. The charge in the Rental CPE section that applies if Customer fails to return Rental CPE to CenturyLink will also apply.

5. Upgrades.

5.1 Bandwidth Upgrade; Pro Upgrade.

"Bandwidth Upgrade" means Customer is eligible to upgrade to a higher bandwidth level if Customer has completed at least three months of the applicable Fiber + Internet Package Solution's Service Term.

"Pro Upgrade" means Customer is eligible to upgrade from a Standard to a Pro package at the same bandwidth level at any time during the Service Term.

For purposes of this section, Bandwidth Upgrades and Pro Upgrades are collectively referred to as "Upgrades." Upgrades must begin a new Service Term at the time of the Upgrade. All Upgrades are subject to a \$275 Upgrade NRC, must occur during the Service Term, have the same or longer Service Term, and Customer must pay the MRCs associated with the new Package Solution. With some Upgrades, Customer may be required to amend the Agreement to add new pricing information or to change the Term to a longer Term. CenturyLink will waive the Fiber + Internet and Local Access ELA Cancellation Charges if (a) access is ELA and (b) the Fiber + Internet Package remains at the same Service Address (as defined in the Local Access Service Exhibit). If necessary, Customer's existing Rental CPE may be replaced to support the higher bandwidth level or a different package type (e.g., Standard to Pro). If there is a replacement, the existing Rental CPE associated with Customer's initial Fiber + Internet Package Solution must be returned within 15 calendar days of the new Rental CPE installation.

5.2 Maintenance Upgrade. Customer may upgrade to a Fiber + Internet Package Solution with 24x7 on-site maintenance (ProMet® On-Site Premium Service) during the Service Term without restarting a new Service Term, provided that: (A) Customer's location and Rental CPE device qualifies; (B) Customer keeps the same package type and the same bandwidth; (C) Customer pays a \$275 Upgrade NRC; and (D) Customer pays the MRCs specified in the applicable Fiber + Internet Package Solution with 24x7 on-site maintenance going forward. Customer may be required to amend the Agreement to add new pricing information.

6. Pricing. The Fiber + Internet Package Pricing is set forth in Attachment 1 or in a signed quote or Order Form. Package Pricing applies to Service elements as described in the following sub-sections.

6.1 CenturyLink IQ Networking Service. Fiber + Internet Port pricing is set forth in Attachment 1 or in a signed quote or Order Form. Bandwidths and port types eligible for Package Pricing are at CenturyLink's discretion. Not all bandwidths are available at all locations. Package Pricing only applies to the bandwidth, port type, and service location set forth in Addendum A or in a signed quote. Additions and Upgrades are subject to then-current bandwidth and port type availability.

6.2 Local Access Service. Local Access MRCs and NRCs are set forth in Attachment 1 or in a signed quote or Order Form. If required, CenturyLink will provide Extended Wiring at no additional charge. CenturyLink will not waive any special Construction fees or other ancillary fees. For purposes of this Fiber+ Internet Package Attachment, Extended Wiring under the Local Access Service Exhibit will include Ethernet Local Access.

6.3 Rental CPE. The Rental CPE MRC is included in the Fiber + Internet MRC. CenturyLink may provide equipment from various manufacturers at its discretion. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description: 8x5 NBD maintenance uses ProMet® On-Site Standard Service; and 24x7 on-site maintenance uses ProMet® On-Site Premium Service. CenturyLink will charge an additional \$50 MRC for a 12 or 24 month Service Term or a \$40 MRC for a 36 month or longer Service Term for each site that uses 24x7 ProMet® On-Site Premium Service. Customer's location must qualify for Fiber + Internet Package Solutions with ProMet® On-Site Premium Service.

Customer is currently eligible to receive the following optional CenturyLink business applications provided by CenturyLink affiliate Savvis Communications Corporation and its affiliates with the Fiber + Internet Package at no additional charge. This offering may be modified or discontinued for future Fiber + Internet Package purchases. You will receive a URL and log-in credentials to access your business applications. When you first log in to the Management Console, you will be asked to accept the terms and conditions before activating the applications. The optional business applications are governed by the business applications terms and conditions also found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each

**CENTURYLINK MASTER SERVICE AGREEMENT
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FIBER + INTERNET PACKAGE ATTACHMENT**

Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional services at the following website: <https://apps.centurylink.com/login>. Additional charges will apply

7. SLA. "SLA" means the Business Bundles Retail Service Level Agreement located at <http://www.centurylink.com/legal/sla.html>, which is subject to change. Regardless of language to the contrary elsewhere in the Agreement, this SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Services.

8. Miscellaneous. All other terms not specifically set forth in this Fiber + Internet Package Attachment, including without limitation, any other rate elements, are as stated in the Agreement and the CenturyLink IQ Networking, Rental CPE, and Local Access Service Exhibit. If there is a conflict, the order of control is: this Attachment and the Agreement.

9. Other Terms.

9.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

9.2 Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges set forth in in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

9.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

9.4 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.

9.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

9.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Attachment, Service Exhibit and then the Agreement.

9.7 Fees. Charges for certain Services are 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 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>. Additional rates, charges and fees for Service elements not identified in the Agreement

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are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

PAGE 33 - DELETED BY AGREEMENT

Liz Palazzolo

From: Zinsser, Lynn <Lynn.Zinsser@centurylink.com>
Sent: Monday, August 10, 2020 2:42 PM
To: Liz Palazzolo
Subject: RE: Clarification 25-14JUL20 Internet Service Provider - Boone County 13th Judicial Circuit Court

Good Afternoon Liz,

Yes, that is correct.

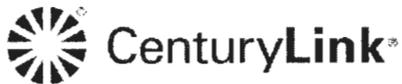
Best Regards,

Lynn Zinsser

Senior Account Manager - SLED

tel: 314-712-3246 cell: 314-712-3246

lynn.zinsser@centurylink.com



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From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Monday, August 10, 2020 2:24 PM
To: Zinsser, Lynn <Lynn.Zinsser@centurylink.com>
Subject: Clarification 25-14JUL20 Internet Service Provider - Boone County 13th Judicial Circuit Court

CAUTION: This email originated outside of CenturyLink. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Lynn: Please confirm as discussed that the renewal percentage increase/decrease for the third and fourth renewal options for the ISP service for Boone County are "zero." Thank you

Liz Palazzolo
Senior Buyer
Boone County Purchasing
Phone: 573-886-4392
Fax: 573-886-4390

613 E. Ash, Room 109
Columbia, MO 65201

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Liz Palazzolo

From: Zinsser, Lynn <Lynn.Zinsser@centurylink.com>
Sent: Friday, July 24, 2020 12:49 PM
To: Liz Palazzolo
Subject: CenturyLink Response to Boone County RFP Bid 25-14Jul20
Attachments: RFP 25-14JUL20 Bid.zip

Importance: High

Good Afternoon Liz,

Attached is CenturyLink's response for Boone County's review and consideration.

Have a great weekend.

Lynn Zinsser
Senior Account Manager - SLED
1 Solutions Parkway, Chesterfield MO 63017
tel: 314-712-3246 cell: 314-712-3246
[email: lynn.zinsser@centurylink.com](mailto:lynn.zinsser@centurylink.com)



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Boone County's CenturyLink Account Team

CenturyLink National Repair: 800-524-5249

Lynn Zinsser

Senior Account Manager, SLED

314.712-3246 Mobile

lynn.zinsser@centurylink.com

Responsibilities: New Sales for Govt & Ed - Missouri

Manager

Melanie Bryan

District Sales Director, SLED

918.547.4771

melanie.bryan@CenturyLink.com

Responsibilities: Oversee New Sales for Govt & Ed – Missouri/Kansas/Oklahoma

Robbin Arradondo

Client Support Manager

763.424.5657

robbin.arradondo@centurylink.com

Responsibilities: Billing Inquiries, CPE MACD, Account Administration, Renewals, Network MACD

Manager

Michelle Walden

Manager, Base Management

602.563.3403 Office 480.440.3911 Mobile

Michelle.walden@centurylink.com

Curt Kempf

Senior Sales Engineer

573.886.3394

curt.kempf@centurylink.com

Responsibilities: Pre-Sales Engineering

Manager

Kelly Dial

Manager, Sales Engineer

651.312.7072 Office 612.267.9554 Mobile

Kelly.Dial@centurylink.com

Rachel Renteria

Senior Post Sales Engineer

214.533.9452 Cell

Rachel.Renteria@centurylink.com

Responsibilities: Post Sales Engineering, Strategic Support After the Sale

Manager

John Atkinson

MGR Post Sales Engineering II

602.716.3576 Office 480.888.5104 Cell

John.atkinson@centurylink.com

Chris Gall

Finance Credit and Collections Analyst

800.772.9313 x2331048718

christopher.gall@centurylink.com

Responsibilities: Collections

Manager

Greg Stiefel

Supervisor, Credit/Collections

402.998.6121 Office

Greg.stiefel@centurylink.com



CenturyLink Response to County of Boone, Missouri

Request for Bid for
Internet Service Provider

July 31, 2020



Legal Statement:***Informational Purposes Only***

CenturyLink has endeavored to provide responses as requested by the RFP, but our response is not intended to create a binding contractual commitment between the parties without further discussions between the parties. Specifically, our responses and our offer are dependent upon the final solution and information exchanged during discussions between the parties. Therefore, regardless of any condition contained within the RFP, the responses are informational only and are provided for your evaluation.

Contract and Service Terms

CenturyLink is proposing to provide its Services pursuant to the CenturyLink standard contract, service attachments, service exhibits and SLAs attached to this bid response (the "CenturyLink Contract"). If there is any conflict between the responses provided and the CenturyLink Contract, the CenturyLink Contract controls and contains the complete CenturyLink offer.

Affiliated Companies

CenturyLink services are provided through affiliated companies. The CenturyLink Contract and/or the applicable Service Exhibits attached thereto will identify the legal CenturyLink affiliate providing the services.

Critical 9-1-1 Circuits

To the extent services are provided in the United States, the Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points defined as Critical 911 Circuits in 47 C.F.R. Section 9.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. We require that customers agree to cooperate with CenturyLink regarding compliance with these rules and policies and to notify CenturyLink of all Services customers purchase under the Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

Insurance

CenturyLink purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. CenturyLink's standard coverage is in accordance with generally accepted industry standards for the type services and/or work proposed. CenturyLink will provide a Memorandum of Insurance following bid award available at www.centurylink.com/moi

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Prior Experience 22

CenturyLink Sample Master service Agreement – SEE ATTACHED 23

- Attachments (provided in a separate file):**
- Attachment A I-9 Compliance E-Verification
 - Attachment B Memorandum of Insurance
 - Attachment C CenturyLink Account Team

Boone County
Internet Service Provider



TRANSMITTAL LETTER

July 24, 2020

Liz Palazzolo
Senior Buyer
Boone County Purchasing
lpalazzolo@boonecountymo.org

Dear Liz,

CenturyLink is pleased to present this response to your Request for Bid for Internet Services. CenturyLink has made every effort to respond with accurate and relevant information.

Occasionally, it was necessary for CenturyLink to make assumptions to formulate a timely response. Therefore, CenturyLink reserves the right to correct any errors and to modify any responses based on the final solution or information received during further discussions.

Notwithstanding anything in this response to the contrary, CenturyLink will not be legally bound until execution of a mutually agreed-upon definitive agreement.

Best regards,

Lynn Zinsser

Lynn Zinsser
Senior Account Manager - SLED
CenturyLink
314-712-3246

COMPANY OVERVIEW

About CenturyLink

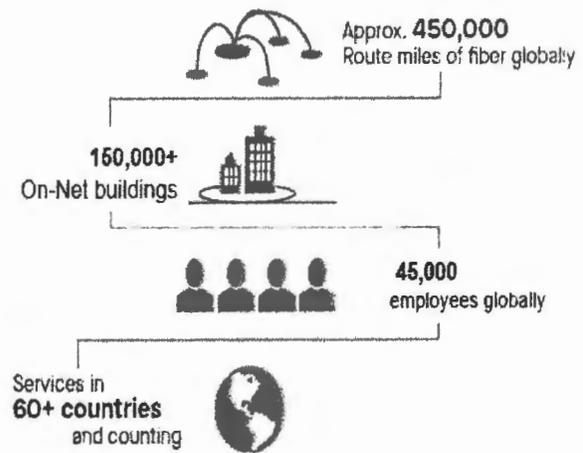
CenturyLink (NYSE: CTL) is a technology leader delivering hybrid networking, cloud connectivity, and security solutions to customers located in more than 60 countries. Through its extensive global fiber network, CenturyLink provides secure and reliable services to meet the growing digital demands of businesses and consumers. CenturyLink strives to be the trusted connection to the networked world and is focused on delivering technology that enhances the customer experience.

Incorporated in Louisiana in 1968, CenturyLink is an S&P 500 company and is included among the Fortune 500 list of America's largest corporations. We have a strong employee base of approximately 45,000 providing world-class services that exceed customers' expectations for quality, value, and reliability.

CenturyLink understands the power of the digital world is related to our customers' specific needs – that life is powered by connections, and business is powered by connections. Consumers and businesses alike benefit from our fiber-rich network coupled with our commitment to delivering an outstanding customer experience.

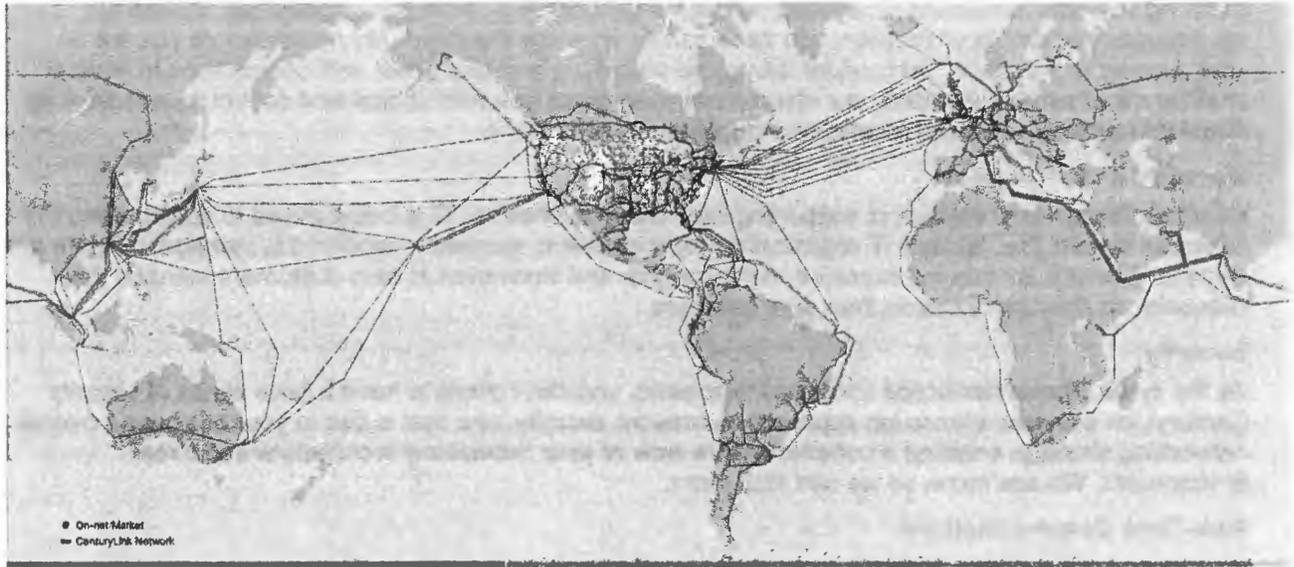
CenturyLink can help you on your digital transformation journey through:

- An extensive local reach with significant local presence
- Reliable and secure connections when, where, and how you need them
- Best-in-class network security, with scale that allows us to see more traffic and proactively thwart potential threats before they become breaches
- An expanded portfolio of innovative, adaptive technology solutions for choice and control
- Access to talented employees and partners
- Financial stability to serve as a reliable resource for your business
- A relentless focus on the customer experience with an unwavering commitment to your success



CenturyLink is a global leader in the network services market, having been recognized by key industry analyst firms for its technologies and robust network; the company is also a global leader in cloud infrastructure and hosted IT solutions for enterprises. CenturyLink provides a complete suite of products and service to support traditional and converged communications, networking, hosting, cloud, storage, security, and disaster recovery/business continuity (DR/BC) solutions on a global basis. We can provide standalone, enterprise-wide, and fully managed solutions tailored to specific customer requirements.

CenturyLink Network



Meeting the Challenges in the Digital World

Connecting to the power of the digital world is a complex and sometimes overwhelming endeavor. The digital world is in a constant state of technological change and evolution. The Internet of Things (IoT) is becoming more pervasive. The cyber threat landscape continues to expand. All of this impacts our customers' businesses.

CenturyLink is committed to your success. We help you navigate these complexities by providing the collaboration and guidance you need to build the right networking ecosystem for your business. By leveraging our connections and comprehensive adaptive networking solutions, your business success becomes a business reality.



Connectivity

Every business is unique, which is why a combination of network solutions is required to meet your business objectives. Our hybrid connectivity leverages both public and private connectivity options via fiber or the public cloud. Couple that with our security solutions which help ensure reliable and secure access whenever — and virtually wherever — you need it.

Hybrid IT and Cloud

Creating the right networking ecosystem for your organization is an ongoing challenge. To take full advantage of digital transformation, you need to fully leverage the cloud. No matter where you are on your journey to the cloud, CenturyLink can guide you. As a neutral advisor with connections to several premier cloud service providers, our cloud ecosystem gives you both choice and control when selecting cloud connectivity — public, private, or a combination of both.

Managed and IT Services

Whether through cost savings or supporting new revenue streams, IT is being asked to contribute to the business bottom line. Today's IT organization must evolve to succeed – modernize, manage, mitigate and migrate. CenturyLink has the expertise, data, insights and innovation to help customers manage their networks, so they can focus on their core business.

Security

As the cyber threat landscape continues to expand, you can't afford to have a false sense of security. CenturyLink provides a thorough approach to network security, one that is tied to your business's overall networking strategy, enabling a comprehensive view of your networking architecture and threat environment. We see more, so we can stop more.

Real-Time Communications

Your business's success depends on its ability to effectively communicate. However, in a rapidly changing digital landscape, it's not always easy to keep the conversation and collaboration going. CenturyLink includes applications that enable you to get the most out of your connections. From TDM to VoIP, and a full suite of collaboration tools and API capabilities, we can help lower costs and increase productivity.



Our Purpose

At CenturyLink, we improve lives, strengthen businesses, and connect communities by delivering advanced technologies and solutions with honest and personal service. We strive to be our communities' first choice to serve their total communications needs, and we earn our customers' trust by living out our seven unifying principles of fairness, honesty and integrity, commitment to excellence, positive attitude, respect, faith, and perseverance. With a current focus on integration, we are committed to transforming CenturyLink into the one of the world's leading network providers.

Financial Highlights

CenturyLink has a strong financial standing as evidenced by our most recent earnings results. As reported on February 12, 2020, CenturyLink had prior year total revenues of \$22.4 billion and held \$1.6 billion of cash and cash equivalents as of December 31, 2019.

ADDENDUM ONE



**ADDENDUM#] to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 - Fax: (573) 886-4390

Email lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #25-14JUL20 - Internet Service Provider

ADDENDUM# 1 - Issued June 30, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

- 1. The bid submittal deadline is extended:

FROM: 2:00 P.M. July 14, 2020

CHANGED TO: 2:00 P.M. Central Time July 31, 2020

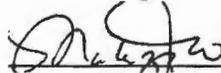
Bids will be accepted until **2:00 P.M. Central Time on Friday, July 31, 2020**. Bids may be submitted via e-mail to lpalazzolo@boonecountymo.org.

- 2. Paragraph 2.6.1 is **REVISED** as follows:

"2.6.1. The contract period shall be from **November 1, 2020 through October 31, 2023**. The contract may be renewed at the sole option of the County for an additional **four (4) one-year periods**, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department."

This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By:



**Liz Palazzolo, Senior Buyer
Boone County Purchasing**

Boone County
Internet Service Provider



The bidder has examined **Addendum #1 to Request for Bid #25-14JUL20 - Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: CenturyLink

Address: 1 Solutions Parkway, Chesterfield MO 63017

Telephone: tel: 314-712-3246 cell: 314-712-3246 Fax: _____

Federal Tax ID (or Social Security #): 04-6141739

Print Name: Lynn Zinsser Title: Senior Account Manager, Public Sector

Authorized Signature: _____ Date: 07/31/20

Contact Name and E-Mail Address to receive documents for electronic signature:

Response: CenturyLink acknowledges receipt and review of Addendum #1.

Lynn Zinsser (Authorized Signature) **Date: 07-31-20**

ADDENDUM TWO


**ADDENDUM #2 to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI
Request for Bid #25-14JUL20 – Internet Service Provider
ADDENDUM # 2 - Issued July 08, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

1. Paragraph 2.2.2 is **REVISED** as follows:

“2.2.2. Dedicated Fiber Optic Internet Service *with ethernet (copper) hand-off*:

2. Paragraph 2.14 and sub-paragraphs 2.14.1 through 2.14.4 are **ADDED** as follows:

2.14. Prevailing Wage Requirements:

- 2.14.1. The contractor shall understand and agree that any awarded quote over \$75,000.00 shall be subject to Missouri Prevailing Wage law. The contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Department of Labor and Industrial Relations of Missouri. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current Prevailing Wage Order #27 dated March 10, 2020 is attached as Attachment One** which is incorporated into the contract by reference. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 2.14.2. If the quote received for this project for a “major repair” or “construction” of a public work project is \$75,000.00 or less, then the Prevailing Wage Law will **NOT** apply.
- 2.14.3. If the quote received for the project for a “major repair” or “construction” of a public work project is greater than \$75,000.00, then the Prevailing Wage Law **WILL** apply to the entire project.
- 2.14.4. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000.00 for a “major repair” or “construction” of a public work project and that project is later

RFB# 25-14JUL20

07/08/20

subject to a change order that raises the total project price over \$75,000.00, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000.00 and the Prevailing Wage Law will apply to only that portion of the project that is in excess of \$75,000.00.

3. Paragraph 2.15 and sub-paragraphs 2.15.1 through 2.15.3, are **ADDED** as follows:

2.15. OSHA: Each contractor and subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the OSHA Training Program Requirements.

2.15.1. **OSHA Training Program Requirements:** The contractor is familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of contractor on-site which meets the requirements of 292.675 RSMo.

2.15.2. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.

2.15.3. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to amounts due under this provision when making payments to the contractor.

4. Paragraph 2.16 is **ADDED** as follows:

2.16. Overhead Power Line Safety Act: The contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor understands that it is the contractor's duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

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Bid Number: 25-14JUL20

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OMR No.:
July 31, 2020

- 5. Paragraph 4 (page 2 of original RFB) is **REVISED** to **ADD** the Affidavit of Compliance with Prevailing Wage and the Affidavit of Compliance with the OSHA Training Requirement forms which are added with Addendum #2 (attached hereto).

.....

At the time of Addendum #2's publication, the County has received the following questions and provides the following answers:

- 1. Is federal grant money used to fund this project?
Response: No.
- 2. Would the County consider a 3-year initial contract period, and can more time be allowed for submitting a bid with the Fourth of July holiday coming up?
Response: Yes – addressed in Addendum #1 to the RFB.
- 3. Could you provide clarification on the following specifications: 2.2.7 – Hosting for public DNS for 4 zones, and 2.2.8 – Updates must be completed to public hosted DNS in less than three (3) hours.
Response: The County would be looking for the vendor to host DNS services, but there is nothing to transfer at this time.
- 4. Does the County prefer fiber or copper handoff for the 1 Gbps connection?
Response: Ethernet/copper hand-off.

.....

This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: Liz Palazzolo
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #25-14JUL20 – Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: CenturyLink
Address: 1 Solutions Parkway, Chesterfield MO 63017

RFB# 25-14JUL20

07/08/20

Boone County
Internet Service Provider



Telephone: 314-712-3246 Fax: _____

Federal Tax ID (or Social Security #): 04-6141739

Print Name: Lynn Zinsser Title: Senior Account Manager, Public Sector

Authorized Signature: _____ Date: 07/31/20

Contact Name and E-Mail Address to receive documents for electronic signature:

Response: CenturyLink acknowledges receipt and review of Addendum #2.

Response: CenturyLink acknowledges receipt and review of Addendum #2.

Lynn Zinsser (Authorized Signature) Date: **07-31-20**

ADDENDUM THREE



**ADDENDUM #3 to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax: (573) 886-4390
Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #25-14JUL20-Internet Service Provider

ADDENDUM # 3 - Issued July 08, 2020

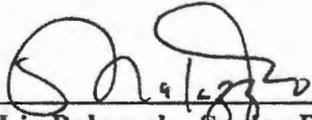
Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

At the time of Addendum #3 's publication, the County has received the following additional question and provides the following answer:

- 1. Where can the fiber enter the Courthouse?

Response: The fiber comes in on the side of the building that faces the Armory in the loading dock, not where the generator is. See attached picture.

.....
This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #3 to Request for Bid #25-14JUL20 - Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: CenturyLink
Address: 1 Solutions Parkway, Chesterfield, MO 63017

RFB# 25-14JUL20

07/14/20

Boone County
Internet Service Provider



Telephone: 314-712-3246 Fax: _____

Federal Tax ID (or Social Security#): 04-6141739

Print Name: Lynn Zinsser Title: Senior Account Manager, Public Sector

Authorized Signature: _____ Date: 7/31/20

Contact Name and E-Mail Address to receive documents for electronic signature:

Response: CenturyLink acknowledges receipt and review of Addendum #3.

Lynn Zinsser (Authorized Signature) Date: **07-31-20**

Boone County
Internet Service Provider



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CENTURYLINK FIBER +

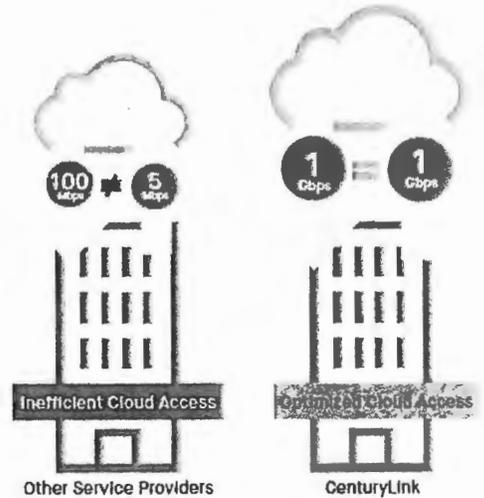
CenturyLink Fiber + brings the power of the CenturyLink network into our customers' businesses. Our fiber optic internet connection offers fast upload speeds that improve the performance and efficiency of customer apps and operations, especially cloud-based functions like data storage and backup. Fiber + bundles customers' internet connections, voice services, and cloud-based applications into one solution.

With just one service provider, customers can eliminate the inefficiencies and redundancies in their communications and network systems, while accounting for growth, improving responsiveness and performance, and taking advantage of our cloud migration expertise.

Today's cloud demands fast upload speeds for optimal functionality. CenturyLink's symmetrical bandwidth helps ensure that customers have the speed they need regardless of the task. Now customers can back up their data in real-time, reduce strain on their networks, and maintain productivity. And, customers can eliminate the worry over demand spikes: they can easily scale their connections as their needs change.

Services that Grow with Your Business

CenturyLink Fiber + incorporates business-class high-performance data, voice, and the cloud-based applications you need to help you improve productivity, efficiency, and peace of mind, with additional options for scalability.



Fiber + Features and Benefits:

- **Blazing Fast Speeds:** Symmetrical speeds up to 1 Gbps (in select areas) allow fast data transfers and access to online applications, making it easy to connect customers' local and regional offices.
- **Cloud Readiness:** Robust platform with symmetrical speeds to support today's cloud-based applications.
- **Less Hassle:** Customers can unite their voice and data over one efficient, IP-based network connection, eliminating the expense and trouble of managing connections and vendors. Multiple sites can be connected via our MPLS network by upgrading to CenturyLink Fiber + Enterprise.
- **Flexible Platform:** Simple, online management of your services and options to customize as your needs change.
- **Business-class Reliability:** Dedicated connection backed by service level agreements for network availability.
- **Business Essentials:** Improve business continuity, mobility, and your online presence with Microsoft® Exchange mail, online data backup and basic web hosting tools.
- **CenturyLink Fiber + is Already in Your Area:** All MSU has to do is plug in and tap into the power of our high-capacity download and upload speeds.

	Internet	Voice	Cloud-Based Applications
Solution Components	<ul style="list-style-type: none"> Business-class symmetrical speeds starting at up to 50Mbps/50Mbps Service level agreements for network availability Includes router and installation 	<ul style="list-style-type: none"> One VoIP line with unlimited local and domestic long distance Your choice of calling features such as business voicemail, call waiting and call forwarding Easily manage voice, routing, moves, adds and changes online 	<p>Email, Collaboration & Productivity with Microsoft® Office 365®:</p> <ul style="list-style-type: none"> 10 licenses of Microsoft Office 365® Business Essential (online version), which includes: <ul style="list-style-type: none"> Microsoft® Exchange Online email box (50GB mailbox) Microsoft® Skype for Business web conferencing with HD video, screen sharing and instant messaging Microsoft® SharePoint® Online: 10GB shared, plus 500MB per seat Microsoft® Office Online (create/edit Excel, PowerPoint and Word via web browser) Anti-malware protection and anti-spam filtering OneDrive for Business (1TB of personal online document storage per user) <p>Web Presence</p> <ul style="list-style-type: none"> Domain name registration and transfer 5GB web hosting Search Engine Submission – XML site map Cloud Fax 20 pg/month <p>Cloud Backup</p> <ul style="list-style-type: none"> 20 licenses of online data backup for PCs and laptops (10GB per seat)
Room To Grow	<ul style="list-style-type: none"> Up to 1Gbps/1Gbps of symmetrical speeds 	<ul style="list-style-type: none"> Add up to 9 more lines with unlimited local and domestic long distance Customizable voice features 	<ul style="list-style-type: none"> Additional Microsoft® Office 365® licenses Upgrade Microsoft® Office 365® with desktop and mobile application versions  Additional online data backup for remote employees or additional devices Add Symantec Endpoint Protection for laptops and PCs Add Symantec Email Protection and Continuity for best in class email and content filtering Remote IT Support – now you can free up IT staff for more strategic projects – we'll provide end user support for software, networking, and other PC users

Speeds may not be available in your area. Listed speeds vary due to conditions outside of network control, including customer local PC equipment and access through a wireless connection, and a 30-day guarantee. See centurylink.com/NetworkPerformance for additional network performance information.

VENDOR'S RESPONSE AND PRICING PAGES

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name:

CenturyLink c/o Lynn Zinsser

4.2. Address:

5839 Stonehorse Court

4.3. City/Zip:

St. Louis, MO 63129

4.4. Phone Number:

314-712-3246

4.5. Fax Number:

NA

4.6. Contact Name and E-Mail Address to receive documents for electronic signature:

Lynn.zinsser@centurylink.com

4.7. Federal Tax ID:

04-6141739

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed.

Bid Number: 25-14JUL20

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OMR No.:
July 31, 2020

Boone County
Internet Service Provider



Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

CenturyLink Response: Unless a county location is on-net, each location would require a custom build. Pricing requirements are determined by total distance to the splicing point and the overall build requirements to install the fiber.

4.10. **Pricing:**

The bidder must quote firm, fixed pricing below for provision of Internet Service Provider services as defined herein.

Internet Service Provider at Service Location: Boone County Courthouse, 705 E. Walnut, Columbia, MO			
Initial Original Contract Period – 36M Term			
Internet Bandwidth	One-Time Installation Cost	Service Cost per Month	Hardware Lease \$/Month
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service Includes Adtran V5660 Router and all repair/replace maintenance for the contract term.	\$0	\$690	\$0
Optional Pricing – Fully Managed and Monitored Firewall Service Cisco Meraki MX250	\$0	\$755	\$0
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service CenturyLink Response: See Section 4.6, Page 2 of attached contract draft.			\$ Varies

4.10.4. Renewal Options Price Adjustments:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease - quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

CenturyLink Responses for 4.10.4.1 – 4.4 below: The initial contract term is for 36 months. Contract will default to month to month pricing in month 37, with same contractual rates, until the customer decides to terminate the contract according to the Agreement, OR CenturyLink has a change in rates for the specified service. Customer may renew the contract for a 1, 2, or 3-year period, upon contract expiration and new On-Net rates would apply.

**4.10.4.1. Renewal Option Percentage Price Adjustment
1st Renewal Period****0 % Applied to original bid pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.4.2. Renewal Option Percentage Price Adjustment
2nd Renewal Period****0 % Applied to original bid pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.4.3. Renewal Option Percentage Price Adjustment
3rd Renewal Period****% Applied to original bid pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Line Item 4.10.3

Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above.

CenturyLink Response: See attached estimation chart. Tax, Fee & Surcharge rates are subject to change at any time and additional Taxes, Fees and Surcharges may apply as permitted under the Agreement.

Vendor Response and Pricing Page is continued on the next page.

Maximum Increase: _____ **OR** Minimum Decrease: _____

**4.10.4.4. Renewal Option Percentage Price Adjustment
4th Renewal Period**

____% Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ **OR** Minimum Decrease: _____

Note: Percentages quoted for renewal options will be taken into consideration during the evaluation of cost.

4.11. Customer Service Support
– Provide contact information in the available spaces for customer service support

Contact Name, Phone and E-mail:

CenturyLink Response: See attached Account Team Listing

Contact Days/Hours of Availability

4.12. Estimated Delivery: Indicate the number of calendar days after receipt of **Notice to Proceed** required to set-up fully operational internet service following: **CenturyLink Response: This installation requires a new fiber build to the location and the standard interval for a build is 45-90 days, not withstanding any complications with the build.**

PRIOR EXPERIENCE

(Complete and Return with Bid - References of similar services for governmental agencies are preferred)

1. Reference #1: Prior Services Performed for: Fiber+ Service

Company Name/Address:

Boone County

Contact Name:

Ryan Irish – Boone County IT

Telephone Number:

573-886-4445

Date of Contract:

Expires: 2-11-23

Length of Contract:

36 Month

Description of Prior Services (include dates):

Fiber+ Data Only installed on 11-20-2015 at 801 E Walnut St, Columbia MO 65201

2. Reference #2: Prior Services Performed for: Fiber+ Service

Company Name/Address:

Columbia Chamber of Commerce – 300 Providence Rd., Columbia MO 65205

Contact Name:

Penny Kuhns-Knarr

Telephone Number:

(573) 817-9111

Date of Contract:

6-20-18

Length of Contract:

36 Month

Description of Prior Services (include dates):

3. Reference #3: Prior Services Performed for: Fiber+ Service

Company Name/Address:

Columbia Housing Authority

Contact Name:

Rick Hess

Telephone Number:

Office (573) 554-7001

Date of Contract:

1-8-19

Length of Contract:

36 Month

Description of Prior Services (include dates):

Boone County
Internet Service Provider



**CENTURYLINK SAMPLE MASTER SERVICE AGREEMENT – SEE
ATTACHED**

Bid Number: 25-14JUL20
OMR No.:
July 31, 2020

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CERTIFICATION REGARDING COMPLIANCE WITH E-VERIFY

CenturyLink, Inc. does hereby state the following facts to be true:

1. CenturyLink and its affiliates constitute a business entity that is an employer of employees in the United States or has subcontractors who employ employees in the United States.
2. CenturyLink is executing this affidavit to assure, confirm, and warrant that it has verified the work authorization of its employees at the time of hire through the E-Verify program operated by the United States Department of Homeland Security as defined in NCGS §64-25(5) since January 25, 2012. CenturyLink's subcontractors are contractually required to comply with all state and federal laws.

This the 20 day of January, 2020

CenturyLink, Inc.

Signature: *April Reynolds*
 Name: APRIL REYNOLDS
 Title: HRSS COORDINATOR II

State of Colorado

County of Broomfield

Kim Bartlett, a Notary Public of the aforesaid

State and County, do certify that April Reynolds personally appeared before me this day, and being duly sworn and in my presence signed and acknowledged the execution of the foregoing CERTIFICATION.

Witness my hand and official seal, this the 20th day of January, 2020

Kim Bartlett

Notary Public My commission expires: 9-30-2022

KIM BARTLETT
Notary Public
State of Colorado
Notary ID # 19984027247
My Commission Expires 09-30-2022

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE	
					05-Feb-2020	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER			COMPANIES AFFORDING COVERAGE			
Marsh USA Inc. ("Marsh")			Co. A Greenwich Insurance Company			
INSURED			Co. B XL Specialty Insurance Co.			
CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi)			Co. C Allianz Underwriters Insurance Company			
100 CenturyLink Drive			Co. D			
Monroe			Co. E			
Louisiana 71203			Co. F			
United States						
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033307	01-Sep-2019	01-Sep-2020	GENERAL AGGREGATE	USD15,000,000
					PRODUCTS - COMP/OP AGG	USD15,000,000
					PERSONAL AND ADV INJURY	USD3,000,000
					EACH OCCURRENCE	USD3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD3,000,000
					MED EXP (ANY ONE PERSON)	USD10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033407 - AOS	01-Sep-2019	01-Sep-2020	COMBINED SINGLE LIMIT	USD2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	USZ000023190001	01-Sep-2019	01-Sep-2020	EACH OCCURENCE	USD10,000,000
					AGGREGATE	USD10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS COMPENSATION / EMPLOYERS LIABILITY	RWD500032907 AOS	01-Sep-2019	01-Sep-2020	WORKERS COMP LIMITS	Statutory
B	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWR500033007 WI	01-Sep-2019	01-Sep-2020	EL EACH ACCIDENT	USD1,000,000
B		RWE500033107 WA	01-Sep-2019	01-Sep-2020	EL DISEASE - POLICY LIMIT	USD1,000,000
B		RWE500033207 OH	01-Sep-2019	01-Sep-2020	EL DISEASE - EACH EMPLOYEE	USD1,000,000

C	Technology E&O incl. Cyber/Privacy Liability	U5Z000023190001	01-Sep-2019	01-Sep-2020	Limits	USD10,000,000 each claim/aggregate
B	Crime	ELU163480-19	01-Sep-2019	01-Sep-2020	Limits	USD10,000,000
C	Property	U5Z000023190001	01-Sep-2019	01-Sep-2020	Amount of Insurance	USD25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE	DATE 05-Feb-2020
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PRODUCER Marsh USA Inc ("Marsh")	INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Monroe Louisiana 71203 United States
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ADDITIONAL INFORMATION
U S PROPERTY
Deductible: USD25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

U.S. GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage
Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, or by statute, law or code of ordinances.

Separation of Insureds Applies

U.S. AUTOMOBILE LIABILITY

Additional Insured - any person or organization you are required in a written contract, agreement, statute, law or code of ordinances provided the "bodily injury" or "property damage" occurs subsequent to the executive of the contract, agreement, statute, law or code of ordinance.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have waived prior to the "accident" or the "loss" under a contract with that person or organization, or under statute, law or code of ordinances.

Separation of Insureds Applies.

U.S. AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
(OH & WA - SELF-INSURED - SUS\$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Where required by written agreement signed prior to loss, or required by statute, law or code of ordinances executed prior to loss.

NON-U.S. GENERAL LIABILITY

Policy Period: September 1, 2019 to September 1, 2020

Policy No. 80-0277063

Insurer: The Insurance Company of the State of Pennsylvania

USD8,000,000 Master Control Program Aggregate

USD4,000,000 General Aggregate

USD4,000,000 Products-Completed Operations Aggregate

USD2,000,000 Personal & Advertising Injury Limit

USD2,000,000 Each Occurrence Limit

USD1,000,000 Damage to Premises Rented to You Limit

USD250,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

NON-US BUSINESS AUTO LIABILITY

Policy No. 80-0277064

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 Liability Limit, any one accident

USD25,000 Medical Expense Coverage, each accident

NON-US VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY

Voluntary Compensation - employee injury benefits varies by classification of employee

Policy No. 83-73362

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 Employers Liability Injury by Accident Each Accident

USD2,000,000 Employers Liability Injury, by Disease, policy limit

USD2,000,000 Employers Liability Injury, by Disease, each employee

NON-US PROPERTY

Property Coverage: "All Risk" of Direct Physical Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind (all subject to sublimits) - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Coverages listed may be subject to additional sublimits as outlined in the policy.

Policy No. PPR 0233433-03

Insurer: Zurich American Insurance Company

Policy Period: March 15, 2019 to March 15, 2020

Amount of Insurance: USD\$75,000,000

Deductible: USD\$75,000,000

WORLDWIDE EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement, statute, law or code of ordinances.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement, statute, law or code of ordinances.

Separation of Insureds Applies.

WORLDWIDE CONTRACTOR'S POLLUTION

Policy No. 03101161

Insurer: Allied World Assurance Company (U.S.) Inc.

Policy Period: May 1, 2019 to May 1, 2022

Limits of Liability: USD3,000,000 each pollution condition / USD3,000,000 aggregate

USD1,000,000 Deductible

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto

are not authorized.

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **BOONE COUNTY PURCHASING** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").
2. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.
 - **Domestic CenturyLink IQ® Networking Service Exhibit**
 - **Local Access Service Exhibit**
 - **Rental CPE Service Exhibit**
 - **Service Appendix (Retail Version)**
3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.
4. **Billing and Payment.**
 - 4.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. 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.
 - 4.2 **Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.
 - 4.3 **Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.
 - 4.4 **Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

4.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

5. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels.

6.1 Damages Limitations. 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 services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

6.3 Service Levels.

(a) Any "Service Level" applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. 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.

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

7. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

9.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). 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: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

9.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC

BOONE COUNTY PURCHASING

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notices: Boone County Purchasing -
613 E ASH ST RM 109, COLUMBIA, MO 65201-4432;
Customer's Facsimile Number (if applicable): (573) 886-4044
Person Designated for Notices: General Counsel

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

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

2. Service.

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

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

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

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

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

(d) CenturyLink IQ+® Cloud Port. A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

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

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

(c) Comprehensive Management. Comprehensive Management can be included on any eligible Port, except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations,

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and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

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

(e) Customer Responsibilities.

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

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

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

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

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

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

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

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

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2.7 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

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

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

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

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

4.1 Pricing Methodologies.

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

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

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

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Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

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

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Service Commencement Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote, Order Form, or the pricing attachment or (b), if a service term is not shown in a quote, Order Form, or a pricing attachment, three years. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Service Commencement Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

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

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

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

5.3 Waiver of Cancellation Charges.

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

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

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

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

8. AUP. All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. References to CenturyLink IQ+ Ports in the CenturyLink IQ+ SLA will also refer to CenturyLink IQ+ Cloud Ports.

10. Other Terms.

10.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

10.2. Cancellation and Termination Charges. This section replaces the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

10.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

10.4 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.

10.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

10.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee of per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and 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>. Additional rates, charges and fees for Service elements not identified in the

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Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

**LIMITED LETTER OF AGENCY
between
BOONE COUNTY PURCHASING ("Customer")
and**

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

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

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

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

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

BOONE COUNTY PURCHASING

Customer Company Name

DocuSigned by:

Daniel K. Atwill

Authorized Signature of Customer

BA4B994CED0E4EB...

Print or Type Name

Title

Date

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PRICING ATTACHMENT**

1. Pricing.

1.1 Network Management Service MRCs.

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

Description	Promo Code	MRC	NRC
NMS for devices associated with a CenturyLink IQ Networking Port.			
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

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

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

1.2 CenturyLink IQ Networking Features

(a) **VPN Extensions.**

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

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

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

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

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SERVICE EXHIBIT**

1. **General.** This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. **Service Description and Availability.**

2.1 **Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

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

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

(b) **Ethernet Local Access ("ELA").** ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

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

(d) **DSL Local Access.** "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

2.2.1 **Use of IP Connection.** In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

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

2.3.1 **CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a specific "Preferred Provider" for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

2.3.2 **Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic

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

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

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

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in a quote or Order and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

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

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

(b) Construction. Construction charges apply if; (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

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

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5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the quote or Order for Service issued by CenturyLink ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

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

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2. Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes

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Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "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.

7.4 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.

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

7.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

7.8 Fees. Charges for certain Services are 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 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>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions.

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

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

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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1. General; Definitions. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any CenturyLink bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

2. Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

3. Ownership and Use. Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

4. Software. Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

5. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

- (a) Commercial General Liability with limits not less than \$1,000,000 per occurrence and aggregate.
- (b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third-party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

6. Charges. The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

7. CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

8. Term. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect

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obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

9. Installation, Maintenance and Safety Compliance. Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

10. Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

11. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

12. Other Terms.

12.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

12.2 Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable CPE Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

12.3 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.

12.4 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

12.5 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, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
Service Appendix (Retail Version)**

1. **General.** This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **Fiber + Internet Package Attachment**
- **Managed Enterprise with Cisco Meraki Service Exhibit**

3. **Cancellation and Termination Charges.** The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

4. **Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. **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. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. 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 Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. **Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the

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originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 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.

8. Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

9. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10. Conflicts. If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

11. HIPAA. Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.

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FIBER + INTERNET PACKAGE ATTACHMENT**

This CenturyLink QCC Fiber + Internet Package Attachment ("Attachment") is subject in all respects to the Domestic CenturyLink IQ[®] Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit (collectively, the "Service Exhibits"), and the CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibits.

• **Scope.** The purpose of this Attachment is to offer package pricing ("Package Pricing") for Customers purchasing a suite of CenturyLink services provided as a package, including CenturyLink IQ Networking Service, CenturyLink Local Access Service, and Rental CPE with maintenance (collectively, "Fiber + Internet Package" or the "Services"). Package Pricing is shown in Attachment 1 to this Attachment or in a signed quote or Order Form, incorporated by reference. Unless otherwise stated in this Attachment, or otherwise in the Agreement, Package Pricing is exclusive of, and may not be combined with, any other offers, discounts, or promotions. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment. Cancellation Charges apply if Customer terminates a Fiber + Internet Package before the expiration of the Service Term. Additional charges may apply as set forth in the Agreement, including any attachments or Order Form.

2. Fiber + Internet Package Solutions Descriptions. Different features are available with each Fiber + Internet Package type (collectively, "Package Solutions").

"Standard" is a combination of a CenturyLink IQ[®] Networking Internet Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Standard includes 10 Rental CPE configuration changes per year.

"Pro" includes all Services and components offered in Standard, plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and an Ethernet switch/router.

3. Restrictions; Eligibility; No Resale.

3.1 Restrictions. Customer must order all the applicable Services at the same time. Fiber + Internet Package Pricing will apply only if the Rental CPE is configured and installed specifically for use with the CenturyLink IQ Networking Port(s). CenturyLink will, as part of the Service provisioning process, identify for Customer whether its Local Access technology is IP Connection as described in the Local Access Service Exhibit. When purchasing IP Connection, Customer agrees that it will use the IP Connection attached to a CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection is attached to a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (i) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use at least one NBS instance per CUG (closed user group) that includes that Private Port or (ii) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so that each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted above.

3.2 Eligibility. Fiber + Internet Package Pricing applies to CenturyLink IQ Networking Ethernet Ports at the following bandwidths, if available at Customer's location: Ethernet 40, 60, 80, 100, 200, 300, or 500 Mbps, or 1 Gbps ("Fiber + Internet Ports"). Fiber + Internet Package Pricing is only available to customers located within a building where CenturyLink fiber facilities are available, and that has been designated by CenturyLink for inclusion in this offer. Building locations that are not served with CenturyLink fiber or not designated for inclusion in this offer are not eligible for Fiber + Internet Package Pricing. CenturyLink may modify or discontinue Fiber + Internet Package Pricing after the Service Term for each Fiber + Internet Package Solution is completed. Upgrades and additional Fiber + Internet Package Solutions after the initial order(s) may be subject to then-current Fiber + Internet Package Pricing. If CenturyLink determines after entering into this Agreement or after accepting an Order Form that a Customer location is not eligible for Service, CenturyLink has no obligation to provide Service at that location.

3.3 No Resale. Customer warrants: 1) Services are for its own use and 2) It will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law.

4. Term. Customer must have an Agreement Term of 36 and Customer must agree to use all the Services under each Fiber + Internet Package Solution for the minimum number of months associated with the Fiber + Internet Package Pricing shown in Attachment 1 or in a signed quote or Order Form ("Service Term"). Each Fiber + Internet Package Solution will have its own Service Term, beginning on the Service Commencement Date. Upon completion of the Service Term, the applicable Fiber + Internet Package Solution will continue until canceled by either party with 60 days' notice. The Term defined in this section will apply for all Service elements in lieu of any minimum service term defined in the Service Exhibits. If a Fiber + Internet Package Solution is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the Service Term is completed, then Customer must pay CenturyLink the following Cancellation Charges: the sum of: (1) all unpaid amounts for Services actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide

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Services hereunder. The charge in the Rental CPE section that applies if Customer fails to return Rental CPE to CenturyLink will also apply.

5. Upgrades.

5.1 Bandwidth Upgrade; Pro Upgrade.

"Bandwidth Upgrade" means Customer is eligible to upgrade to a higher bandwidth level if Customer has completed at least three months of the applicable Fiber + Internet Package Solution's Service Term.

"Pro Upgrade" means Customer is eligible to upgrade from a Standard to a Pro package at the same bandwidth level at any time during the Service Term.

For purposes of this section, Bandwidth Upgrades and Pro Upgrades are collectively referred to as "Upgrades." Upgrades must begin a new Service Term at the time of the Upgrade. All Upgrades are subject to a \$275 Upgrade NRC, must occur during the Service Term, have the same or longer Service Term, and Customer must pay the MRCs associated with the new Package Solution. With some Upgrades, Customer may be required to amend the Agreement to add new pricing information or to change the Term to a longer Term. CenturyLink will waive the Fiber + Internet and Local Access ELA Cancellation Charges if (a) access is ELA and (b) the Fiber + Internet Package remains at the same Service Address (as defined in the Local Access Service Exhibit). If necessary, Customer's existing Rental CPE may be replaced to support the higher bandwidth level or a different package type (e.g., Standard to Pro). If there is a replacement, the existing Rental CPE associated with Customer's initial Fiber + Internet Package Solution must be returned within 15 calendar days of the new Rental CPE installation.

5.2 Maintenance Upgrade. Customer may upgrade to a Fiber + Internet Package Solution with 24x7 on-site maintenance (ProMet® On-Site Premium Service) during the Service Term without restarting a new Service Term, provided that: (A) Customer's location and Rental CPE device qualifies; (B) Customer keeps the same package type and the same bandwidth; (C) Customer pays a \$275 Upgrade NRC; and (D) Customer pays the MRCs specified in the applicable Fiber + Internet Package Solution with 24x7 on-site maintenance going forward. Customer may be required to amend the Agreement to add new pricing information.

6. Pricing. The Fiber + Internet Package Pricing is set forth in Attachment 1 or in a signed quote or Order Form. Package Pricing applies to Service elements as described in the following sub-sections.

6.1 CenturyLink IQ Networking Service. Fiber + Internet Port pricing is set forth in Attachment 1 or in a signed quote or Order Form. Bandwidths and port types eligible for Package Pricing are at CenturyLink's discretion. Not all bandwidths are available at all locations. Package Pricing only applies to the bandwidth, port type, and service location set forth in Addendum A or in a signed quote. Additions and Upgrades are subject to then-current bandwidth and port type availability.

6.2 Local Access Service. Local Access MRCs and NRCs are set forth in Attachment 1 or in a signed quote or Order Form. If required, CenturyLink will provide Extended Wiring at no additional charge. CenturyLink will not waive any special Construction fees or other ancillary fees. For purposes of this Fiber+ Internet Package Attachment, Extended Wiring under the Local Access Service Exhibit will include Ethernet Local Access.

6.3 Rental CPE. The Rental CPE MRC is included in the Fiber + Internet MRC. CenturyLink may provide equipment from various manufacturers at its discretion. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description: 8x5 NBD maintenance uses ProMet® On-Site Standard Service; and 24x7 on-site maintenance uses ProMet® On-Site Premium Service. CenturyLink will charge an additional \$50 MRC for a 12 or 24 month Service Term or a \$40 MRC for a 36 month or longer Service Term for each site that uses 24x7 ProMet® On-Site Premium Service. Customer's location must qualify for Fiber+ Internet Package Solutions with ProMet® On-Site Premium Service.

Customer is currently eligible to receive the following optional CenturyLink business applications provided by CenturyLink affiliate Savvis Communications Corporation and its affiliates with the Fiber + Internet Package at no additional charge. This offering may be modified or discontinued for future Fiber + Internet Package purchases. You will receive a URL and log-in credentials to access your business applications. When you first log in to the Management Console, you will be asked to accept the terms and conditions before activating the applications. The optional business applications are governed by the business applications terms and conditions also found at <https://apps.centurylink.com/terms-conditions> and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each

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Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional services at the following website: <https://apps.centurylink.com/login>. Additional charges will apply

7. SLA. "SLA" means the Business Bundles Retail Service Level Agreement located at <http://www.centurylink.com/legal/sla.html>, which is subject to change. Regardless of language to the contrary elsewhere in the Agreement, this SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Services.

8. Miscellaneous. All other terms not specifically set forth in this Fiber + Internet Package Attachment, including without limitation, any other rate elements, are as stated in the Agreement and the CenturyLink IQ Networking, Rental CPE, and Local Access Service Exhibit. If there is a conflict, the order of control is: this Attachment and the Agreement.

9. Other Terms.

9.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

9.2 Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "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).

9.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

9.4 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.

9.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

9.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Attachment, Service Exhibit and then the Agreement.

9.7 Fees. Charges for certain Services are 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 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>. Additional rates, charges and fees for Service elements not identified in the

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Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**CENTURYLINK MASTER SERVICE AGREEMENT
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MANAGED ENTERPRISE WITH CISCO MERAKI SERVICE EXHIBIT**

1. General. Customer must execute this Service Exhibit, the Rental CPE Service Exhibit and the CenturyLink® Total Advantage™, CenturyLink® Loyal Advantage®, or CenturyLink Master Service Agreement ("Agreement"). CenturyLink QCC will provide Managed Enterprise with Cisco Meraki ("MECM" or "Service") under the terms of the Agreement and Service Exhibits. By purchasing MECM, Customer agrees to the non-negotiable, online Meraki End Customer Agreement terms and conditions at <https://meraki.cisco.com/s/support/#policies:eca> ("Meraki End Customer Agreement"). Capitalized terms not defined in the Agreement or Service Exhibits and any technical terms used herein will be defined as commonly understood in the industry. In the event of a conflict, the terms of this Service Exhibit and the Meraki End Customer Agreement will prevail over the terms of the Agreement.

2. Service Description. MECM provides monitoring and management of the Meraki portfolio of devices in Customer's network environment. The MECM devices establish logical connections across a physical Internet WAN connection. CenturyLink supports the Service via the password protected Meraki portal ("Portal").

2.1 Service Packages. MECM is available in one of two packages that each contain a fixed set of features. Pricing and charges are based upon the package selected by Customer, as more fully set forth in a valid signed CenturyLink issued quote or Pricing Attachment. The two available package types are:

- a. **Device and Management Package.** The Device and Management Package includes: an eligible Rental CPE device ("Device"), Standard Installation, Standard Implementation, Maintenance, Management of the Meraki Devices, Portal Access, and license rights as described in the Meraki End Customer Agreement.
- b. **Management Only Package.** The Management Only Package includes Management of a Customer owned Meraki device ("Managed Device").

2.2 Devices. Devices are secure, managed solutions for Wi-Fi, analytics, SD-WAN, network switching, video surveillance, security, voice, and mobility management. CenturyLink offers the following categories of Devices from the Meraki portfolio:

- a. **Wireless Access Points.** Wireless Access Points are devices available for indoor and outdoor use to provide Customer with private wireless LAN and/or guest Wi-Fi access.
- b. **Security Appliances.** Security appliances provide firewall, universal threat management, and SD-WAN options that meet industry standards. There are two license options for Security Appliances: Enterprise and Advanced. For use with SD-WAN functionality, CenturyLink recommends the Advanced Security License which includes content filtering.
- c. **Network Switches.** Network switches provide POE ports for multiple devices with multiple port options that will support Customer's entire portfolio.
- d. **Security Cameras.** Security cameras allow for indoor and outdoor video monitoring with multiple mounting options.

2.3 Optional Features/Accessories. The following are optional accessories available with certain Devices for an additional MRC.

- a. **Stacking Cables.** Stacking Cables connect multiple Network Switches within the same physical rack at Customer's location. Stacking Cables are only available if Customer also purchases Network Switches.
- b. **Fiber Transceivers.** Fiber Transceivers allow for network signals to be transmitted using fiber optic technology. Fiber Transceivers are only available if Customer also purchases Network Switches or Security Appliances.
- c. **Insight Manager.** Insight Manager is an optional feature available only with Security Appliances for an additional MRC per Security Appliance, which allows Customer to monitor the performance of web applications on their network via the Portal.
- c. **Antennas.** Antennas are available as external devices to extend the coverage of Wireless Access Points. Antennas are only available if Customer also purchases Wireless Access Points.

2.4 Management. Network management ("Management") includes (a) 24x7x365 performance management by CenturyLink skilled operations engineers; (b) continuous network monitoring of Devices and Managed Devices and notification; (c) fault management and analysis to correct unusual operational behaviors; (d) patch management for all hardware and software and (e) on-site repair services including coordination with Meraki.

2.5 Standard Implementation. Standard Implementation includes (a) responsibility for roll-out schedule, installation management, and project communication; (b) standard configuration of each device in the Portal that can be replicated for all networks; and (c) shipment of all equipment to the end-customer site location based on the deployment schedule.

2.6 Standard Installation. Service will be installed by CenturyLink or CenturyLink provided contractors. Standard Installation includes onsite installation of equipment, test and activation. Standard Installation also includes up to 300 ft. of cabling for each Wireless

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Access Point and Security Camera if required. Installation is only considered Standard Installation if: a) no lifts are required, (b) no firebreak penetrations are required, (c) customer provides heat maps and AP locations (d) all ceilings are either drop or rafter constructed and (e) all work is completed during normal business hours (8:00 AM to 5:00 PM) local time. As part of Standard Installation, a CenturyLink technician will be on Customer's premises for four (4) hours. If additional time is needed, Customer may purchase additional installation services for \$250 per hour. Customer may be responsible for completing any necessary work or for contracting a third party to do so. Customer agrees to allow CenturyLink access to Customer's premises at reasonable hours as necessary. Customer's authorized representative must be present during installation. If Customer misses a scheduled installation, or tries to cancel a scheduled installation with less than one full business day prior notice, Customer will pay any charges assessed by CenturyLink for the missed appointment. CenturyLink reserves the right to cancel the applicable Service order if any scheduled installation has been cancelled, missed or rescheduled by Customer on two (2) occasions. Customer is responsible for necessary preparations at its location(s) for delivery and installation of equipment and the installation and ongoing provision of Service, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the equipment or Service. Upon request, Customer will provide CenturyLink with accurate site and physical network diagrams or maps of a service location, including electrical and other utility service maps. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work.

2.7 Self-Installation. If Customer purchases Wireless Access Point – MR33, Customer may order the self-install option. If Customer orders Self-Install, Customer will be responsible for installation of Devices and integration into the Customer's network. Customer is responsible for necessary preparations at its location(s) for delivery and installation of Devices including but not limited to: (a) ensuring that Customer's location has access to power and customer network connections, and (b) cabling, if required. Prior to the Devices being shipped, CenturyLink will pack the Devices and all accessories necessary for installation. CenturyLink will load standard configurations in the Portal for initial setup including SSIDs for internal and guest access. Customer will call into CenturyLink's Activations and Implementation support team (844-210-8826) when ready for service to be turned up.

2.8 Maintenance. Service maintenance will be conducted remotely through the Portal when CenturyLink receives an alarm notification or when Customer notifies the MECM operations center (844-210-8821). If CenturyLink determines a Device or Devices need to be replaced, the operations center will open a ticket through the Portal or contact Meraki directly to have a replacement Device shipped to the customer site if required in accordance with the return and replacement policy found at <https://meraki.cisco.com/support>. CenturyLink will dispatch a technician for replacement installation if required. If CenturyLink conducts maintenance due to service deficiencies or interruptions caused by Customer, CenturyLink will charge a one-time NRC of \$150 per hour for that maintenance.

2.9 Portal Access. Customer will have access to the Portal for reporting analytics and full visibility to their network with the option to change their Service configuration. CenturyLink will be able to perform ongoing configuration changes, and monitoring. Requests for configuration changes must be submitted by calling the MECM operations center. CenturyLink will exclusively maintain global administrative access to the Service at all times. CenturyLink will not be responsible for outages or security incidents that occur due to Customer changes or configuration.

2.10 Optional Additional Services.

- a. **Systems Manager.** Systems Manager provides cloud-based, centralized enterprise mobility management via the Portal. Systems Manager also includes license rights as described in the Meraki End Customer Agreement. Systems Manager is priced per end user device (i.e. laptop, mobile phone, tablet, etc.) enrolled in the service ("End User Device"). Certain software must be installed by Customer on the End User Device(s) Customer chooses to enroll. Depending on the type of End User Device, Customer will then be able to remotely perform actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps. Customer will have full access to manage the end user device(s).

2.11 Additional Installation Services. If Customer's location requires additional installation support that falls outside of Standard Installation, as described above, an Additional Installation NRC will apply

Examples of Additional Installation Services include:

- a. **Pre-Installation & Predictive Design ("PPD") (Per Site)** Customer may purchase PPD for an additional NRC at each location. PPD includes: (i) two-hour on-site technician support; (ii) a report detailing network availability and physical components (e.g., power availability, site obstructions, network closet/rack availability, switch port availability, and internet access); (iii) predictive design; and (iv) AP placement. PPD will be performed during normal business hours (excluding holidays). If Customer's location exceeds 50,000 square feet, Customer will pay an additional \$250 NRC in increments of 10,000 square feet. If Customer requires more than two hours of on-site technician support, Customer will pay an additional \$250 NRC for each additional hour of support.
- b. **Scissor Lifts.** If device placement is above 10 ft., installation will require the use of a scissor lift.
- c. **Additional Cabling.** If required length of ethernet cabling exceeds the included 300 ft., Additional Cabling will be required. Customer will be charged an additional NRC for each 25 ft. increment of Additional Cabling.

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3. Customer Responsibilities.

3.1 Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations with respect to personally identifiable information, Customer traffic, or other sensitive information collected, stored, processed, sent or received by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from end users that the Customer Traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by CenturyLink or Cisco in accordance with this Service Exhibit and the Meraki End Customer Agreement. In addition, Customer consents to CenturyLink's processing and use of information solely in connection with its performance of the services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not CenturyLink will be responsible for whether the Services and Customer environment are configured in a secure manner.

3.2 Customer must notify CenturyLink of any move or relocation of Service.

3.3 Customer must have access to the public internet and Customer will be responsible for the underlying internet connection. Customer's internet connectivity must include an ethernet hand-off. If a Customer provided internet connection does not include an ethernet hand-off, a termination device for that hand-off will be required that supports an ethernet hand-off to Service.

3.4 Customer is responsible for sharing with CenturyLink all information that might impact the Service or CenturyLink's ability to provide the Service as soon as the changes or problems are discovered. This includes informing CenturyLink of major network changes, firewall changes, problems with Internet connections, major vulnerabilities discovered, and unusual network activity.

3.5 Customer is responsible for providing end-user support.

3.6 Customer is responsible for providing CenturyLink with a person, group of people, or help desk to serve as the central point of contact for all information exchanged with CenturyLink necessary to troubleshoot or facilitate the Service ("POC"). The POC should be available 24 hours a day. The POC will be used in cases where cooperative measures are necessary. A minimum of one secondary POC is also recommended. POC contact information includes a valid e-mail address, work telephone number, pager or mobile telephone number, and any other information that may be required to reach the POC during the work day or after hours. The POC must be available during any remote installation process. CenturyLink is not responsible for damages that may be incurred because the POC is unreachable. If Customer restricts CenturyLink's ability to access devices or applications, CenturyLink may not be able to perform support.

3.7 Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

3.8 Customer may be responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities.

3.9 Customer must have an internet connection with an internet path from Customer to CenturyLink for network management and control purposes. Customer's environment must meet certain performance specifications designated by Meraki. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users, or failures or malfunctions in the Customer's environment. If CenturyLink determines that Service is not available at a particular location or if the Customer's environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location. In this event, no MECM Cancellation Charges will be imposed. Customer must provide all information necessary for CenturyLink to manage the Service, including but not limited to Customer's Internet provider name, service desk number, and circuit IDs.

3.10 For the Management-Only Package.

- a.** Customer is required to maintain the associated Meraki license for the managed Devices and maintain the software within one version of the current release.
- b.** Customer is required to inform CenturyLink of the type of Meraki licenses owned in association with the Managed Devices, as well as any other information requested by CenturyLink in relation to Customer-owned Meraki licenses.
- c.** Customer must execute a Letter of Agency with Meraki for the purposes of facilitating management services, and provide a copy of the Letter of Agency to CenturyLink.

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3.11 For the Device and Management Package.

- a. Customer will provide CenturyLink with adequate space (e.g., an equipment closet) and appropriate access to Customer's designated locations. CenturyLink will provide instructions to Customer for use of the Service.
- b. Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of Service.
- c. Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purposes set forth in the Letter of Agency.

4. Consent to Access and Use Customer Information. Customer acknowledges that the Service enables the collection, use, storage and sharing of Customer traffic, which may include personal and usage information, and that CenturyLink may have access to such information in connection with managing the Services. Customer authorizes CenturyLink, Cisco, or other authorized vendors to access and use such information for purposes of providing the Services and as otherwise described in this Service Exhibit and the Meraki End Customer Agreement. Customer represents and warrants that it will not use the Service or make the Service available to other parties to use in any circumstance that requires compliance with ITAR, FedRAMP, similar compliance standards or any other legal or contractual restrictions on non-United States access, transmission or support.

5. Data Compilation. Customer authorizes CenturyLink or its authorized vendor to use of inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. CenturyLink may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain event log data for as long as necessary or useful for its uses consistent with this Service Exhibit. CenturyLink has no obligation to provide log data to Customer.

6. Excluded Services. CenturyLink is not responsible for any services, systems, software or equipment Customer uses with Service. CenturyLink will not debug problems on, or configure, any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers).

7. Charges. Customer must pay all applicable MRCs and NRCs set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The rates set forth on the quote or Pricing Attachment will be used to calculate Contributory Charges. 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.

8. Term; Cancellation. Customer must purchase each Service for a specific term for the particular Service ordered (each, a "Service Term"). The Service Term for each Service Package is set forth on a valid signed CenturyLink-issued quote or Pricing Attachment. The Service Term for each Service Package will begin and charges will commence within five days after the date CenturyLink notifies Customer that the Service Package is provisioned and ready for use ("Service Commencement Date"). The minimum Service Term for a Service Package is 36 months. The Service Term for each new Systems Manager instance will begin and charges will commence once the End User Device is enrolled. Despite anything to the contrary on the signed quote or Pricing Attachment, the Service Term for each Systems Manager instance is 36 months. After the Service Term, Service will renew for a period of 12 months, unless mutually agreed to by both parties in writing, for additional period(s). If the Agreement, or any Service provisioned under this Service Exhibit, is cancelled prior to the expiration of the applicable Service Term for reasons other than by Customer for cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) 100% of the applicable MRCs, multiplied by the number of months remaining in the first 12 months of the Service Term, if any, plus (b) 75% of the applicable MRCs, multiplied by the number of months remaining to complete the Service Term, if any; and (c) the amount of any NRCs/installation charges that CenturyLink discounted or waived. Customer remains responsible for all accrued and unpaid charges, including but not limited to Installation NRCs, for the cancelled Service provided through the effective date of such cancellation. The Term and Cancellation Charge defined herein will apply in lieu of any minimum service term and cancellation charges defined in the Rental CPE Service Exhibit, except that the charge in the Equipment section that applies if Customer fails to return equipment to CenturyLink will also apply.

8.1 Cancellation Before the Service Commencement Date. If cancellation occurs before the Service Commencement Date, Customer will pay (a) one month's MRC; (b) any NRCs identified in the attached or subsequently signed quote and (b) any unpaid charges incurred by CenturyLink or any third-party and agreed upon by Customer, including but not limited to construction costs, necessary for Service delivery.

9. Moves. Customer may move Devices to another Customer location if at least 12 months remain in the Service Term. Customer will be responsible for any additional relocation costs as a result of the move. Customer must submit notice of the move, and any other requested information relative to the new Customer location, to CenturyLink at least 30 days before the requested move date.

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10. Authorized Use. Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

11. AUP. All use of the Services will comply with the AUP, posted at <http://qwest.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

12. Additional Disclaimer of Warranty. Meraki makes warranties directly to Customer pursuant to the Meraki End Customer Agreement. CenturyLink does not make any representations, warranties, or any other commitments regarding Meraki or its products. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with MECM, or that use common network features, have appropriate security controls. Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

13. Additional Indemnity Provision. Despite anything to the contrary elsewhere in the Agreement, Customer's only rights to indemnification for claims arising out of or related to the Meraki devices are described in the Meraki End Customer Agreement.

14. Resale Restriction. Customer warrants: a) Service is for its own use; b) it will not resell the Service in whole or in part, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; c) it will not otherwise transfer the Service to any other person or entity except, as applicable, an end user and d) it will not in any way offer third party access to the Service, other than to its end users, even if it adds features or functions to the Service or combines the Service with another service.

15. SLA. MECM is subject to the CenturyLink Managed Enterprise with Cisco Meraki SLA. The SLA is located at <http://www.centurylink.com/legal> and is subject to change. For Customer's claims related to Service feature deficiencies, interruptions, or failures, Customer's exclusive remedies are limited to those remedies set forth in the CenturyLink Managed Enterprise with Cisco Meraki SLA.

16. E-Mail Notification/Updates. Customer agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any change to its e-mail address.

17. Other Terms.

17.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

17.2. Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

17.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the

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Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

17.4 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.

17.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

17.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

17.7 Fees. Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and 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 <https://www.centurylink.com/taxes>.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

BOONE COUNTY PURCHASING ("Customer")

and

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

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

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

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

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

Authorized Signature

Name Typed or Printed

Title

Date

State	City	Product Abbreviation	Product Component	Tax Description	Jurisdiction	Tax Rate	Exemption	
MISSOURI	COLUMBIA	IQ Port with Loop	DIA IP Logical Port, Usage	Franchise Cost Recovery Fee	State	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	DIA IP Logical Port, Usage	Franchise Cost Recovery Fee	City	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	DIA IP Logical Port, Usage	Property Surcharge	State	5.550%		
MISSOURI	COLUMBIA	IQ Port with Loop	DIA IP Logical Port, Usage	Total		5.990%		
State	City	Product Abbreviation	Product Component	Tax Description	Jurisdiction	Tax Rate	Exemption	
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Interstate	Property Surcharge	State	5.550%		
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	Franchise Cost Recovery Fee	State	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	Franchise Cost Recovery Fee	City	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Interstate	Administrative Expense Fee	Federal	1.500%		
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Interstate	Federal Universal Service Fund Surcharge	Federal	26.500%		
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Interstate	Total		33.990%		
State	City	Product Abbreviation	Product Component	Tax Description	Jurisdiction	Tax Rate	Line Rate	Exemption
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	Franchise Cost Recovery Fee	State	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	Franchise Cost Recovery Fee	City	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	MO DEAF Surcharge	State		0.04	
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	MO Sales Tax	State	4.225%		State Government
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	MO Sales Tax	City	2.000%		State Government
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	MO Sales Tax	County	1.750%		State Government
MISSOURI	COLUMBIA	IQ Port with Loop	VOIP Access - Intrastate	Total		7.975%	0.04	
State	City	Product Abbreviation	Product Component	Tax Description	Jurisdiction	Tax Rate	Exemption	
MISSOURI	COLUMBIA	IQ Port with Loop	DIA Access Circuit	Franchise Cost Recovery Fee	State	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	DIA Access Circuit	Franchise Cost Recovery Fee	City	0.220%		
MISSOURI	COLUMBIA	IQ Port with Loop	DIA Access Circuit	Property Surcharge	State	5.550%		
MISSOURI	COLUMBIA	IQ Port with Loop	DIA Access Circuit	MO Sales Tax	State	4.225%	State Government	
MISSOURI	COLUMBIA	IQ Port with Loop	DIA Access Circuit	MO Sales Tax	City	2.000%	State Government	
MISSOURI	COLUMBIA	IQ Port with Loop	DIA Access Circuit	MO Sales Tax	County	1.750%	State Government	
MISSOURI	COLUMBIA	IQ Port with Loop	DIA Access Circuit	Total		13.965%		



**ADDENDUM #4 to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #25-14JUL20 – Internet Service Provider

ADDENDUM # 4 - Issued July 29, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

At the time of Addendum #4's publication, the County has received the following additional question and provides the following answer:

1. Regarding RFB paragraph 2.3.2 which says "Ability to set thresholds by internally defined subnets or address groupings." Is this in reference to IP address management? If not, please clarify.

Response: Paragraph 2.3.2 is in reference to IP address management

This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 

Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #4 to Request for Bid #25-14JUL20 – Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:



**ADDENDUM #3 to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #25-14JUL20 – Internet Service Provider

ADDENDUM # 3 - Issued July 08, 2020

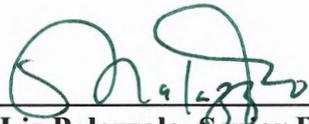
Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

At the time of Addendum #3's publication, the County has received the following additional question and provides the following answer:

- 1. Where can the fiber enter the Courthouse?

Response: The fiber comes in on the side of the building that faces the Armory in the loading dock, not where the generator is. See attached picture.

This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #3 to Request for Bid #25-14JUL20 – Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

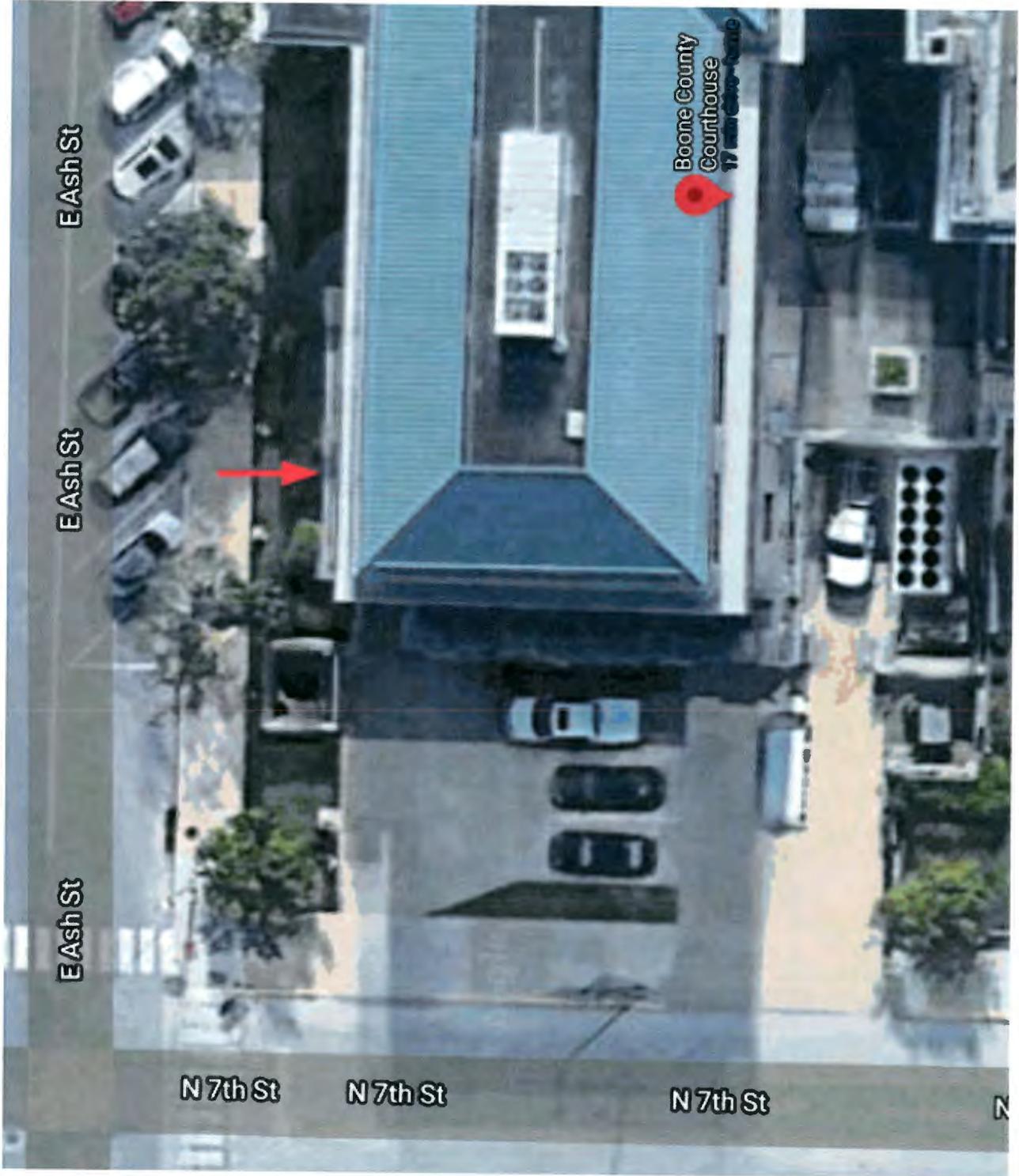
Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:





**ADDENDUM #2 to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymmo.org

BOONE COUNTY, MISSOURI

Request for Bid #25-14JUL20 – Internet Service Provider

ADDENDUM # 2 - Issued July 08, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

1. Paragraph 2.2.2 is **REVISED** as follows:

“2.2.2. Dedicated Fiber Optic Internet Service *with ethernet (copper) hand-off*;

2. Paragraph 2.14 and sub-paragraphs 2.14.1 through 2.14.4 are **ADDED** as follows:

2.14. Prevailing Wage Requirements:

2.14.1. The contractor shall understand and agree that any awarded quote over \$75,000.00 shall be subject to Missouri Prevailing Wage law. The contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Department of Labor and Industrial Relations of Missouri. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current Prevailing Wage Order #27 dated March 10, 2020 is attached as Attachment One** which is incorporated into the contract by reference. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

2.14.2. If the quote received for this project for a “major repair” or “construction” of a public work project is \$75,000.00 or less, then the Prevailing Wage Law will **NOT** apply.

2.14.3. If the quote received for the project for a “major repair” or “construction” of a public work project is greater than \$75,000.00, then the Prevailing Wage Law **WILL** apply to the entire project.

2.14.4. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000.00 for a “major repair” or “construction” of a public work project and that project is later

subject to a change order that raises the total project price over \$75,000.00, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000.00 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.00.

3. Paragraph 2.15 and sub-paragraphs 2.15.1 through 2.15.3. are **ADDED** as follows:

2.15. OSHA: Each contractor and subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the OSHA Training Program Requirements.

2.15.1. OSHA Training Program Requirements: The contractor is familiar with the requirements of 292.675 RSMo. The contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of contractor on-site which meets the requirements of 292.675 RSMo.

2.15.2. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.

2.15.3. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to amounts due under this provision when making payments to the contractor.

4. Paragraph 2.16 is **ADDED** as follows:

2.16. Overhead Power Line Safety Act: The contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor understands that it is the contractor's duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 5. Paragraph 4 (page 2 of original RFB) is **REVISED** to **ADD** the Affidavit of Compliance with Prevailing Wage and the Affidavit of Compliance with the OSHA Training Requirement forms which are added with Addendum #2 (attached hereto).

.....

At the time of Addendum #2's publication, the County has received the following questions and provides the following answers:

- 1. Is federal grant money used to fund this project?

Response: No.

- 2. Would the County consider a 3-year initial contract period, and can more time be allowed for submitting a bid with the Fourth of July holiday coming up?

Response: Yes – addressed in Addendum #1 to the RFB.

- 3. Could you provide clarification on the following specifications: 2.2.7 – Hosting for public DNS for 4 zones, and 2.2.8 – Updates must be completed to public hosted DNS in less than three (3) hours.

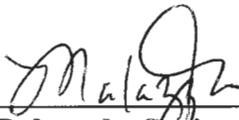
Response: The County would be looking for the vendor to host DNS services, but there is nothing to transfer at this time.

- 4. Does the County prefer fiber or copper handoff for the 1 Gbps connection?

Response: Ethernet/copper hand-off.

.....

This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 

Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #25-14JUL20 – Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

(Returned to County at the completion of project)

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

RFB 25-14JUL20 Internet Service Provider

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$52.88
Boilermaker	*\$27.06
Bricklayer	\$49.54
Carpenter	\$44.27
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.89
Plasterer	
Communications Technician	\$51.30
Electrician (Inside Wireman)	\$51.37
Electrician Outside Lineman	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$27.06
Glazier	\$41.33
Ironworker	\$58.10
Laborer	\$39.16
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.20
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$27.06
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$39.03
Plumber	\$56.87
Pipe Fitter	
Roofer	\$49.42
Sheet Metal Worker	\$52.30
Sprinkler Fitter	\$44.65
Truck Driver	*\$27.06
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$49.56
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.60
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$43.10
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



**ADDENDUM #1 to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #25-14JUL20 – Internet Service Provider

ADDENDUM # 1 - Issued June 30, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

1. The **bid submittal deadline** is extended:

FROM: 2:00 P.M. July 14, 2020

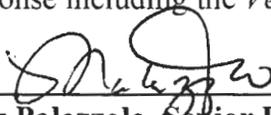
CHANGED TO: 2:00 P.M. Central Time July 31, 2020

Bids will be accepted until **2:00 P.M. Central Time on Friday, July 31, 2020**. Bids may be submitted via e-mail to lpalazzolo@boonecountymo.org.

2. Paragraph 2.6.1 is **REVISED** as follows:

“2.6.1. The contract period shall be from **November 1, 2020 through October 31, 2023**. The contract may be renewed at the sole option of the County for an additional **four (4) one-year periods**, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.”

This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for Bid #25-14JUL20 – Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **25-14JUL20**

Commodity Title: **Internet Service Provider**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, July 14, 2020**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer
lpalazzolo@boonecountymmo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

On-Site Inspection (Optional)

By Appointment Only: Contact Liz Palazzolo at 573-886-4392 or lpalazzolo@boonecountymmo.org

Bid Opening

Day / Date: **Tuesday, July 14, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

Bid Tabulation – available on-line

<https://www.showmeboone.com/purchasing/bids/>

RFB Contents

- 1. Introduction and General Conditions of Bidding**
- 2. Scope of Work**
- 3. Bidder's Instructions and Evaluation**
- 4. Vendor's Response and Pricing Pages**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

1.1. **Invitation:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.2. **Definitions:**

1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

- 1.3.1. **Bid/Clarification Contact:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.
- 1.3.2. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
- 1.3.3. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.
- 1.4 **Award:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item by item basis, by group of items, or on an "all or none" basis, as determined to be in the County's best interests as determined by the County evaluation committee. That is, the award will not be determined by price alone, but will be made to the bidder with the "lowest and best" bid. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
- 1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **Contract Execution:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFB, including any addenda;
 - 3) the provisions of the Vendor's Response, including any clarification.
- 1.6. **Compliance with Standard Terms and Conditions:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.
- 1.7. **On-Site Inspection:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. An inspection of the site can be arranged by appointment only by contacting Liz Palazzolo at 573-886-4392 or lpalazzolo@boonecountymo.org.

2. Scope of Work

2.1. Internet Service: The contractor shall provide Internet service to the 13th Judicial Court of Boone County, hereafter referred to as "County." The contractor must provide all labor, materials, supplies, services, and support necessary to perform as the **Internet Service Provider (ISP) Services** as specified herein.

2.1.1. Internet Service Location: Internet service shall be provided to the 13th Circuit Court located at 705 East Walnut Street in Columbia, Missouri (Boone County).

2.2. General Requirements:

2.2.1. The basic internet service provided by the contractor must at minimum meet the following requirements:

2.2.2. Dedicated Fiber Optic Internet Service;

2.2.3. 99.9% service up-time;

2.2.4. Minimum 1 Gbps Synchronous Internet Connection;

2.2.5. 1 "Class C" Sequential Public IP Address Block (IPv4);

2.2.6. "Class C" IP Block must not be on a blacklist or have been blacklisted previously;

2.2.7. Hosting for public DNS for 4 Zones;

2.2.8. Updates must be completed to public hosted DNS in less than three (3) hours;

2.2.9. External router which shall be configured and managed by service provider 24 hours a day, 7 days a week, 365 days a year including technical service support that shall be provided as needed and available 24x7x365.

2.2.10. Uses and can demonstrate use of redundant and diverse network used to supply internet service.

2.2.11. Allows the County the ability to monitor and report on traffic and usage of the Internet connection.

2.3. The service shall have the capability to be upgraded upon request of the County as follows:

2.3.1. Ability to set alerts based on bandwidth usage;

2.3.2. Ability to set thresholds by internally defined subnets or address groupings.

2.4. Qualifications Requirements:

2.4.1. The contractor shall maintain as applicable all current occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.

2.4.2. The contractor is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance of such will in no way relieve the contractor from responsibility of compliance with all said laws, ordinances, rules and regulations.

2.5. Sub-Contractors: No subcontractors shall be used without prior approval of the County.

2.6. Contract Period:

2.6.1. The contract period shall be from **November 1, 2020 through October 31, 2021**. The contract may be renewed at the sole option of the County for an additional **four (4) one-year periods**, or any portion thereof, for as needed repair work. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

2.6.2. Contract Extension: The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.6.3. The unit prices for the items identified on the Vendor Response and Pricing Pages shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Vendor Response and Pricing Pages for the renewal periods.

2.6.4. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

2.7. Pricing: All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.

2.8. Contract Documents: The successful bidder (also referred herein as “the contractor”) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County’s RFB or are unacceptable to County legal counsel.

2.9. Insurance Requirements:

2.9.1. The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form, and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.9.2. Employers Liability and Workers Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers**

Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.9.3. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.9.4. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.9.5. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.9.6. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.9.7. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the

contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 2.9.8. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- 2.9.9. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.10. **Contract Terms And Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 2.11. **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 2.12. **Invoicing and Payment:**
 - 2.12.1. The contractor must submit an itemized invoice for services provided on a monthly basis. Payment will be made in arrears. Invoiced charges must correspond to pricing quoted on the Vendor Response and Pricing Pages. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of prices quoted on the Vendor Response and Pricing Pages. The County agrees to pay all invoices within thirty days of receipt of an accurate invoice.
- 2.13. **Designee:** For the purposes of the contract, the designated County official for primary contact is Mary Epping, Court Administrator 13th Judicial Circuit; 573-886-4058.

3. Bidder's Instructions and Evaluation:

- 3.1. Response Content:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2. Submittal of Responses:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. Bid Opening:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database: If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. Response Clarification:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1. Rejection or Correction of Responses: The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. Evaluation Process:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.
- 3.5.1. Method of Evaluation: The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, total cost to the County, as well as other factors stated in the RFB.
- 3.5.2. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.

- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Bid Rejection:** Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.6. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.7. **Bidder Qualifications:**
- 3.7.1. Upon request of the County if not submitted with the bid, the bidder must provide a minimum of three references for whom the vendor has provided ISP service similar to the service described in the Scope of Work for a minimum of three years. This information may be provided on the Vendor Response and Pricing Pages in the applicable space.
- 3.7.2. As applicable to provision of ISP service, the Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind and provide proof upon request of the County if not submitted with the bid.

4. Vendor's Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Contact Name and E-Mail Address to receive documents for electronic signature:

4.7. Federal Tax ID:

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are

made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand): _____

4.8.2. Type or Print Signed Name: _____

4.8.3. Today’s Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10. **Pricing:**

The bidder must quote firm, fixed pricing below for provision of Internet Service Provider services as defined herein.

Internet Service Provider at Service Location: Boone County Courthouse, 705 E. Walnut, Columbia, Mo			
Initial Original Contract Period			
Internet Bandwidth	One-Time Installation Cost	Service Cost per Month	Hardware Lease \$/Month
Line Item 4.10.1 Internet Service: Fiber Option Minimum 1-Gbps Synchronous Internet Connection and Service	\$	\$	\$
Line Item 4.10.2 Termination Fee: Quote a firm, fixed total price for terminating service			\$
Line Item 4.10.3 Required Other Costs: Provide an itemized list of any other costs required for provision of defined ISP service if not included above.			

Vendor Response and Pricing Page continued on next page

4.10.4. Renewal Options Price Adjustments:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.4.1. Renewal Option Percentage Price Adjustment
1st Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.4.2. Renewal Option Percentage Price Adjustment
2nd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.4.3. Renewal Option Percentage Price Adjustment
3rd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.4.4. Renewal Option Percentage Price Adjustment
4th Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

Note: Percentages quoted for renewal options will be taken into consideration during the evaluation of cost.

4.11. Customer Service Support – Provide contact information in the available spaces for customer service support	Contact Name, Phone and E-mail:	
	Contact Days/Hours of Availability	

4.12. Estimated Delivery: Indicate the number of calendar days after receipt of **Notice to Proceed** required to set-up fully operational internet service following:

PRIOR EXPERIENCE

(Complete and Return with Bid - References of similar services for governmental agencies are preferred)

1. Reference #1: Prior Services Performed for:

Company Name/Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Reference #2: Prior Services Performed for:

Company Name/Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Reference #3: Prior Services Performed for:

Company Name/Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

(Please complete and return with Bid Response)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with Bid Response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

(Please complete and return with Bid Response – If Applicable)

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 25-14JUL20 – Internet Service Provider

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

15th

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

- Nursery Heights Plat 6. S9-T47N-R13W. R-S. Nursery Heights, owner. Jay Gebhardt, surveyor.

Done this 15th day of October 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill

 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

15th

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Nursery Heights Plat 6.

Done this 15th day of October 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480

FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

MEMO

DATE: October 13, 2020
TO: Boone County Commission
FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management
RE: Recommendation for Roadway Maintenance Acceptance *Jm*
Nursery Heights Plat 6

Commissioners,

Attached for your consideration for roadway maintenance acceptance are the New Roadway Construction Final Reports for the following roads within Nursery Heights Plat 6, Southwest Quarter of Section 9, Township 47 North, Range 13 West, Boone County Missouri:

- Shrubbery Court – 289 Feet
- Snapdragon Drive – 517 Feet
- Lavender Drive – 87 Feet

These roads were constructed by Emery Sapp & Sons, Inc. for Nursery Heights Development Group, LLC in accordance with the approved construction plans designed by A Civil Group.

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: October 7, 2020

Date letter requesting acceptance received: September 30, 2020

Development Name: Nursery Heights - Plat 6

Roadway Name: Shrubbery Court

Sheet 1 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32' B-B

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 289'

ROW Width: 50'

Cul-de-sac Surface: Concrete

Radius: 40'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jell McCam

Chief Engineer's Signature

10/13/20

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: October 7, 2020

Date letter requesting acceptance received: September 30, 2020

Development Name: Nursery Heights - Plat 6

Roadway Name: Snapdragon Drive

Sheet 2 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32' B-B

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 517'

ROW Width: 50'

Cul-de-sac Surface: Concrete

Radius: 40'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jeff McEann

Chief Engineer's Signature

10/13/20

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: October 7, 2020

Date letter requesting acceptance received: September 30, 2020

Development Name: Nursery Heights - Plat 6

Roadway Name: Lavender Drive

Sheet 3 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32' B-B

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 87'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: From Station 0+00 to Station 0+86.76



Chief Engineer's Signature

10/13/20

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ca.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

15th

day of

October

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby release the Irrevocable Letter of Credit from Simmons Bank, formerly Landmark Bank, on behalf of JQB Construction, Inc., in the amount of \$80,601.12. Said deposit was for stormwater improvements located at Clear Creek Estates, S. Hwy 163, Columbia, MO 65201. The work has been completed as required. The original Commission Order accepting the Letter of Credit is 452-2018.

Done this 15th day of October 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janel M. Thompson
Janel M. Thompson
District II Commissioner



BILL FLOREA, DIRECTOR

Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
PHONE (573) 886-4330 FAX (573) 886-4340

PLANNING – INSPECTIONS – ENGINEERING

Form of Reduction Certificate

October 8, 2020

Simmons Bank
P.O. Box 8012
Little Rock, AR 72203
Attention: Matt Williams

Re: Landmark Bank Letter of Credit No.: 2100705309
Dated: 09/27/2018
In Favor of Boone County, Missouri on behalf of JQB Construction, Inc.

Gentlemen:

This certificate authorizes reduction in the amount of \$80,601.12 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

APPROVED BY:


Bill Florea, Director, Resource Management

Attest:


Brianna L. Lennon, Boone County Clerk

Commission Order: 472-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

October

20 18

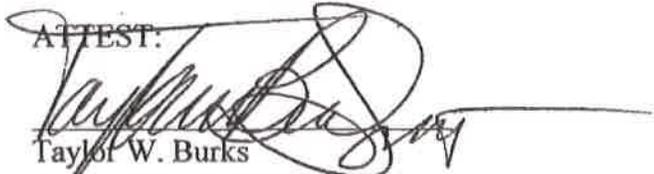
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and JQB Construction, Inc.

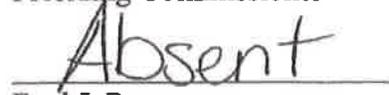
The terms of the agreement are stipulated in the attached Security Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

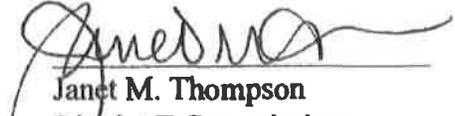
Done this 11th day of October, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Absent
Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: 10/1/18

Developer/Owner Name: JQB Construction Inc.
Address: 6209 Upper Bridle Bend Dr.
Columbia, MO65201

Development: Clear Creek Estates

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Clear Creek Estates, 5550 S. Hwy 163 Columbia MO. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on May 21, 2018.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 30th day of September 2020, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$80,601.12, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to September 30, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on September 30, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: _____

Printed Name: _____

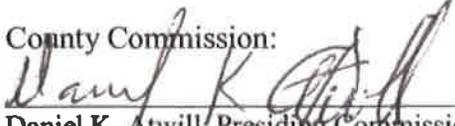
Title: _____

BOONE COUNTY, MISSOURI:

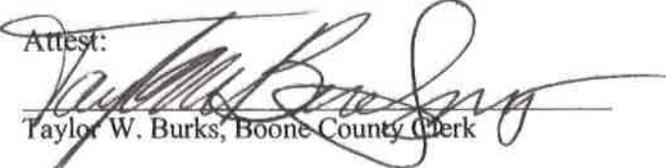
Department of Resource Management


Stan Shawver, Director Resource Management

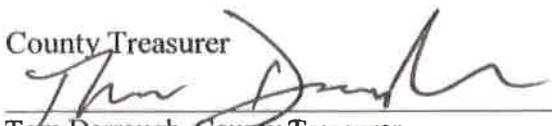
County Commission:


Daniel K. Atwill, Presiding Commissioner

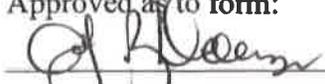
Attest:


Taylor W. Burks, Boone County Clerk

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT
NO. 2100705309

ORIGINAL

DATE: 9/27/18

Amount: \$80,601.12

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on Landmark Bank for the account of JQB Construction, Inc. up to an aggregate amount of \$80,601.12 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Landmark Bank Letter of Credit #2100705309 Dated 10/01/2018."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before 9/30/2020, provided further that upon such expiration, either at 9/30/2020, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Landmark Bank within the

60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

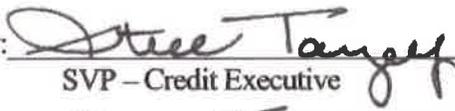
By: 
SVP - Credit Executive
Steve Tanzey

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Bank Name
Bank Address
City, State, Zip
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: XXXXXXXX
Dated: MM/DD/YY
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. XXXXXXXX (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ _____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Resource Management

Taylor W. Burks, Boone County Clerk

Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Bank Name
Bank Address
City, State, Zip
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: **XXXXXXXX**
Dated: MM/DD/YY
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Resource Management

Taylor W. Burks, Boone County Clerk

Commission Order: _____