AMENDMENT 2  
CONTRACT RFP 600127-06  
SERVICES FOR TELECOMMUNICATIONS:  
LOT II – VOICE SERVICES AND LOT III – DATA TRANSPORT

THIS SECOND AMENDMENT (hereinafter "Amendment") is made and entered into this ___ day of _____ 2014, between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER") and Central Telephone Company-Nevada Division (hereinafter referred to as "CenturyLink").

WHEREAS, the parties previously entered into a contract dated June 16, 2009, and titled Services for Telecommunications: Lot II – Voice Services and Lot III – Data Transport (hereinafter referred to as “Contract”);

WHEREAS, the OWNER and CenturyLink desire to amend the Contract as provided below;

NOW, THEREFORE, the parties agree as follows:

1. WITNESSETH; PARAGRAPH 1, OPENING PARAGRAPH: is deleted in its entirety:

"WHEREAS, Embarq has the personnel and resources necessary to accomplish the Services and voice telephone handsets within the required schedule and with a budget allowance not to exceed $2,000,000 per year. Travel, lodging meals, and miscellaneous expenses are included in all Service fees listed herein."

And replaced with:

"WHEREAS, Embarq has the personnel and resources necessary to accomplish the Services and voice telephone handsets within the required schedule and with a budget allowance not to exceed $2,400,000 per year. Travel, lodging meals, and miscellaneous expenses are included in all Service fees listed herein."

2. SECTION V: COMPENSATION AND TERMS OF PAYMENT, add SUBSECTION D and SUBSECTION E:

"D. Annual Review

Upon Customer's written request, but no more than once annually, CenturyLink will review with Customer the rates, discounts and charges of this Agreement. If changes are necessary, CenturyLink and Customer will cooperate in good faith efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties. If the parties reach mutual agreement on an alternative solution, the parties will enter into a contractual amendment to implement the changes, subject to all applicable legal and regulatory requirements. This provision does not constitute a waiver of any charges incurred by Customer, or of any terms and conditions applicable to Customer prior to the time any amendment goes into effect."

"E. Migration of End of Life Services.

If CenturyLink End of Life's (EOL) any product, CenturyLink will migrate Customer to as similar service or better at the existing pricing or better without signing paperwork. This does not obligate CenturyLink to provide services on EOL products after end of life date. Customer requires notice at least 90 days before any product would be EOL."

3. SECTION VII: MISCELLANEOUS PROVISIONS, SUBSECTION B.2 add f. :

"f. Termination for Convenience

1. This Contract may be terminated in whole or in part by Customer for its convenience; but only after CenturyLink is given:
   i. not less than 30 calendar days written notice of intent to terminate; and
   ii. an opportunity for consultation with Customer prior to termination.

2. If termination is for Customer's convenience, Customer shall pay the that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work."

2. SECTION VII: MISCELLANEOUS PROVISIONS, SUBSECTION L(a) is deleted in its entirety:

"(a) OWNER agrees to retain Embarq Services for period from June 16, 2009 through June 15, 2014 ("Contract Term"), subject to the provisions of Section V and VII herein. During the Contract Term, Embarq agrees to provide Services as required by OWNER within the scope of this Contract."

And replaced with the following:

N62975
AMENDMENT 2
CONTRACT RFP 600127-06
SERVICES FOR TELECOMMUNICATIONS:
LOT II – VOICE SERVICES AND LOT III – DATA TRANSPORT

“(a) OWNER agrees to retain CenturyLink Services for period from June 16, 2009 through June 15, 2019
(“Contract Term”), subject to the provisions of Section V and VII herein. During the Contract Term, CenturyLink agrees to provide Services as required by OWNER within the scope of this Contract. CenturyLink will not accept Orders after the expiration of the Contract Term”

3. SECTION VII: MISCELLANEOUS PROVISIONS, SUBSECTION Q add
“Clark County Water Reclamation District”

4. EXHIBIT A is updated:

a. The existing Exhibit A, Scope of Work, Attachment 1, Lot II: Local Exchange Services, is deleted in its entirety and replaced by a new Attachment 1, Lot II: Local Exchange Services which is attached to the Amendment and incorporated by this reference.

b. The existing Exhibit A, Scope of Work, Attachment 3, Voice Telephone Handsets, is deleted in its entirety and replaced by a new Attachment 3 which is attached to this Amendment and incorporated by this reference.

c. The existing Exhibit A, Scope of Work, Attachment 4, Lot III: Data Services, is deleted in its entirety and replaced by a new Attachment 4 which is attached to this Amendment and incorporated by this reference.

d. The existing Exhibit A, Scope of Work, Attachment 5, Lot III: Internet Access, is deleted in its entirety and replaced by a new Attachment 5 which is attached to this Amendment and incorporated by this reference.

e. The existing Exhibit A, Scope of Work, Attachment 8, Telecom Taxes, Fees & Surcharges, is deleted in its entirety and replaced by a new Attachment 8 which is attached to this Amendment and incorporated by this reference.

f. Exhibit A, Scope of Work is amended by adding new Attachment 10 which is attached to this Amendment and incorporated by this reference.

5. Exhibit D is amended by adding new Attachment 15 which is attached to this Amendment and incorporated by this reference.

Except as specifically modified herein, all other terms and conditions of the Contract remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this second Amendment to the Contract to be executed by their duly authorized representatives.

OWNER:
CLARK COUNTY, NEVADA

By: __________________________
YOLANDA T. KING
Chief Financial Officer

APPROVED AS TO FORM:
Steven B. Wolfson
District Attorney

By: __________________________
ELIZABETH A. VIBERT
Deputy District Attorney

CENTURYLINK:
CENTRAL TELEPHONE COMPANY
NEVADA DIVISION

By: __________________________
[Signature]
Name: [Name]
Title: [Title]

Approved as to Legal Form
CenturyLink Law Dept.
RH 5/5/2014

N62975
**AMENDMENT 2**

Contract RFP 600127-06  
Services For Telecommunications: Lot II – Voice Services And Lot III – Data Transport

**EXHIBIT A – SCOPE OF WORK**  
**ATTACHMENT 1**

Lot II: Local Exchange Services

The following Local Exchange Services are available at the rates listed below:

<table>
<thead>
<tr>
<th>Service</th>
<th>MRC Awarded June 15, 2009*</th>
<th>MRC via 2nd Amendment *</th>
<th>Order Term**</th>
<th>NRC Awarded June 15, 2009</th>
<th>NRC via 2nd Amendment</th>
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<tbody>
<tr>
<td>Business Lines</td>
<td>$22.33</td>
<td>$25.74</td>
<td>MTM</td>
<td>$35.00</td>
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<td>Business Trunks (Outbound &amp; DID)</td>
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<td>$25.00</td>
<td>MTM</td>
<td>$35.00</td>
<td>$0.00</td>
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<td>Centrex Lines</td>
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<td>Contract term</td>
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<td>22.50</td>
<td>MTM</td>
<td>$50.00</td>
<td>$0.00</td>
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<td>Centrex to DID Conversion (per 20 numbers)</td>
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<td>None</td>
<td>MTM</td>
<td>$10.00</td>
<td>$0.00</td>
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<tr>
<td>Plus Service Order Charge $18.85 per 20 numbers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Local Services ISDN BRI</td>
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<td>$44.06</td>
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<td>$150.00</td>
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<td>BRI Loop Extension</td>
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<td>20.00</td>
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<td>None</td>
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<td>Local Services ISDN PRI</td>
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<td>$325.00</td>
<td>Contract term</td>
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<td>Local Services ISDN PRI</td>
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<td>$850.85</td>
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<td>$0.00</td>
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<td>ISDN PRI Premium Package (E911/CNID)</td>
<td>$195.00</td>
<td>$195.00</td>
<td>MTM</td>
<td>$285.00</td>
<td>$0.00</td>
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<tr>
<td>ISDN PRI Premium Package (E911/CNID)</td>
<td>$195.00</td>
<td>$195.00</td>
<td>MTM</td>
<td>$285.00</td>
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<tr>
<td>DID Numbers / 100 Block</td>
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<td>$5.00</td>
<td>MTM</td>
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<tr>
<td>DID Numbers / 1 Number</td>
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<td>MTM</td>
<td>$10.00</td>
<td>$0.00</td>
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<tr>
<td>Remote Call Forwarding (per path)</td>
<td>$20.00</td>
<td>$20.00</td>
<td>MTM</td>
<td>$35.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Custom Calling Features (CCF)</td>
<td></td>
<td></td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3-Way Calling</td>
<td>$6.00</td>
<td>$6.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3-Way Calling PPU</td>
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<td>$1.25</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>3-Way Calling PPU Block</td>
<td>None</td>
<td>None</td>
<td>MTM</td>
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<td>$0.00</td>
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<td>3-Way Calling with Transfer</td>
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<td>$0.00</td>
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<td>Anonymous Caller Reject</td>
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<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Call Forwarding</td>
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<td>$5.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Call Forwarding Busy</td>
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<td>$1.50</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>Call Forwarding Busy Line Overflow (Hunt)</td>
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<td>$1.50</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>Call Forwarding Busy Line &amp; No Answer</td>
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<td>$2.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Call Forwarding No Answer</td>
<td>$1.50</td>
<td>$1.50</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Call Trace (per successful trace)</td>
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<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Call Waiting</td>
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<td>$7.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Call Waiting Options</td>
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<td>$0.00</td>
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<tr>
<td>Caller ID with Name</td>
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<td>$0.00</td>
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<td>Enhanced Call Forward</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>FAX Features</td>
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<td>$9.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Service</td>
<td>MRC Awarded June 15, 2009*</td>
<td>MRC via 2nd Amendment *</td>
<td>Order Term**</td>
<td>NRC Awarded June 15, 2009</td>
<td>NRC via 2nd Amendment</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------------</td>
<td>-------------------------</td>
<td>--------------</td>
<td>---------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Intercom (call within)</td>
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<td>$0.75</td>
<td>MTM</td>
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<td>$0.00</td>
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<td>Privacy ID</td>
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<td>$5.95</td>
<td>MTM</td>
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<tr>
<td>Repeat Dialing</td>
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<td>$7.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Repeat Dialing PPU / ERD</td>
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<td>$1.25</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Return Call</td>
<td>$7.00</td>
<td>$7.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Return Call PPU</td>
<td>$1.25</td>
<td>$1.25</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Select Call Accept</td>
<td>$7.00</td>
<td>$7.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Select Call Forward</td>
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<td>$6.50</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Select Call Reject</td>
<td>$6.50</td>
<td>$6.50</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Select Call Ring</td>
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<td>$6.50</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Signal Ring</td>
<td>$6.50</td>
<td>$6.50</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Signal Ring II</td>
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<td>$6.50</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>Signal Ring III</td>
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<tr>
<td>Speed Call 8</td>
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<td>Speed Call 30</td>
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<td>MTM</td>
<td>$0.00</td>
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<tr>
<td>Talking Call Waiting</td>
<td>$2.95</td>
<td>$2.95</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Talking Call Waiting (discounted)</td>
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<td>$2.00</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Warm Line (PAL)</td>
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<td>$1.50</td>
<td>MTM</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Foreign Exchange (Channel Termination)</td>
<td>$15.51</td>
<td>$15.51</td>
<td>MTM</td>
<td>$195.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>FX Band 1 (1 – 4 miles / per mile)</td>
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<td>$4.83</td>
<td>MTM</td>
<td>None</td>
<td>None</td>
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<tr>
<td>FX Band 2 (5 – 8 miles / per mile)</td>
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<td>$4.72</td>
<td>MTM</td>
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<td>None</td>
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<tr>
<td>FX Band 3 (9 – 25 miles / per mile)</td>
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<td>$3.81</td>
<td>MTM</td>
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<td>None</td>
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<tr>
<td>FX Band 4 (26 – 50 miles / per mile)</td>
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<td>$3.40</td>
<td>MTM</td>
<td>None</td>
<td>None</td>
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<tr>
<td>FX Band 5 (50+ miles / per mile)</td>
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<td>$3.17</td>
<td>MTM</td>
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<td>None</td>
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<tr>
<td>FX &gt; Angel Peak, NV</td>
<td>$10.00</td>
<td>$10.00</td>
<td>MTM</td>
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<td>None</td>
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<tr>
<td>FX &gt; Mercury, NV</td>
<td>$25.00</td>
<td>$25.00</td>
<td>MTM</td>
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<td>None</td>
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<tr>
<td>FX &gt; Indian Springs, NV</td>
<td>$20.00</td>
<td>$20.00</td>
<td>MTM</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

* See Exhibit A / Attachment #8 for a list of Taxes, Fees & Surcharges that may apply to Telecom services.
** "MTM" denotes a month-to-month Order Term.

Notes:
1. Rates "Fixed" for the term (rates will remain the same for the life of the Contract unless changed by mutual agreement)
2. "Flat Rate" no charge local calling on all Local Exchange services
3. MRC = Monthly Recurring Charge / NRC = Non-Recurring Install Charge
4. Trip repair Charge (if required per Service order): $40.00
5. PIC change charge $5.00 per line (includes both LPIC / LD PIC
6. MAC Voice (Telephones, VM, IVR): ($150) $90 Hour / (2) 1 Hour Minimum
7. MAC Data (Routers): ($200) $90 Hour / (2) 1 Hour Minimum
8. Premium after hours and weekends:$135.00 Hour, no Minimum
10. Embarq Pay Phones will continue to be used by OWNER as long as there is no cost to OWNER. Embarq continues to pay a commission on any calls and it is mutually agreeable to both parties.
**Voice Telephone Handsets**

The Monthly Lease Charges for the below CPE - handsets will be retired upon implementation of the Second Amendment. Customer understands Centurion Maintenance Service will be required to continue maintenance on the handsets.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>Current Price</th>
<th>Monthly Lease Charges</th>
<th>Proposed Price</th>
<th>MRR</th>
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<tbody>
<tr>
<td>CPE</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Key System Phone 7316</td>
<td>15</td>
<td>$15.46</td>
<td>$231.90</td>
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<tr>
<td>Auto Attendant</td>
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<td>$39.95</td>
<td>$39.95</td>
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<td>$-</td>
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<tr>
<td>Meridian 8417 2 line set</td>
<td>2</td>
<td>$8.80</td>
<td>$17.60</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>Meridian 9316</td>
<td>19</td>
<td>$8.80</td>
<td>$167.20</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>Meridian 5216 - black</td>
<td>10</td>
<td>$23.45</td>
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<tr>
<td>Meridian 5316 - black</td>
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<td>Meridian 8009</td>
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<td>$4.40</td>
<td>$17.60</td>
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<td>Meridian 9417</td>
<td>9</td>
<td>$14.89</td>
<td>$134.01</td>
<td>$-</td>
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<tr>
<td>Norstar 6X16 Per Line</td>
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<td>$7.70</td>
<td>$215.60</td>
<td>$-</td>
<td>$-</td>
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<td>Norstar 7208</td>
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<td>$7.92</td>
<td>$285.12</td>
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<td>Norstar 7310</td>
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<td>Wired Router - No Charge</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td>Wireless Router - No Charge</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
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<td><strong>Total Monthly</strong></td>
<td></td>
<td>$4,531.50</td>
<td></td>
<td>$-</td>
<td>$-</td>
</tr>
</tbody>
</table>
Voice Telephone Handsets – New Handset Pricing

M9316 CALLER ID SINGLE LINE
Price - $142.24  (ORIGINAL - $211.00) Refurbished
New install $289.40
M9316 dropship-$200.66

FEATURES

- Caller ID, Tilt LCD Display with 2 Lines of 16 characters each, + a Contrast Key
- Call Waiting Caller ID
- Call Logging of 50 calls
- Speakerphone
- 8 User Programmable Memory Buttons
- 50 Directory Memory Locations
- Redial Button
- Hold Button
- Link Button for Transferring calls
- Redial Button, last 5 numbers
- Message Waiting Indicator, flashing light ( Centrex compatible )
- Tone Dialing
- Adjustable Receiver Volume
- Ring Volume control, with 4 adjustable ringing cadences
- Programmable Call Timer
- Has an extension jack for a Fax, Modem, or another Phone to plug into
- Desk or Wall mountable
- Hearing Aid compatible
- AC powered
M9417 2-LINE CALLER ID
Price - $166.14 (ORIGINAL - $265.00) Refurbished
Install $340.92
Dropship $251.40

FEATURES

- 2 Line Phone
- Caller ID, Tilted LCD Display with 2 Lines, 16 characters each, + a Contrast Key
- Call Waiting Caller ID
- Call Logging of 100 calls
- Speakerphone
- 6 User Programmable Memory Buttons
- Conference Button
- Paging to other M9417's or M9516's
- Downloadable Directory
- 100 Directory Memory Locations
- Release Button
- Hold Button
- Link Button for Transferring calls
- Redial Button, last 10 numbers
- Message Waiting Indicator, flashing light (Centrex compatible)
- Tone Dialing
- Adjustable Receiver Volume
- Distinctive Line Ringing
- Ring Volume control, with 4 adjustable ringing cadences
- Prime Line on outgoing calls
- Programmable Call Timer
- Has an extension jack for a Fax, Modem, or another Phone to plug into
- Desk or Wall mountable
- Hearing Aid compatible
- AC Powered
M522 Add-On Module
Price - $169.73 (ORIGINAL - $136.00)
Install $218.80-Ash
Dropship$129.16-Ash

NOTE:
You must order a Foot Stand in order to secure the Add-on-Module to your Phone.
The Foot Stand replaces the Base Plate on the Phone and makes the Phone and M522 one solid unit.
Installing One M522, on a phone, requires a Single Foot Stand; and comes with a Long Cable.
Installing Two M522's, on a phone, requires a Double Foot Stand and you must also order a Short Cable.

FEATURES

- The M522 Meridian Mate Expansion Module can only be used on M5216 and M5316 Business Sets.
- The M522 is a 22-button expansion unit, with associated LCD indicators providing additional keys for lines and/or features.
- Message Waiting needs one of the buttons programmed as a Message Waiting Button. The button can have two functions; call the Message Center, and be a Message Waiting Indicator.
- Up to two expansions can be used, for a total of 44 extra programmable buttons.
- The First M522 on a phone starts with Key 15 and ends with Key 36.
- A second M522 can be added to provide Keys 37 through 58.
M8009 Single Line Phone
Price - $65.74 (ORIGINAL - $90.00) Refurbished
Install $172.31
Dropship $85.34

FEATURES

- 6 User Programmable Memory Buttons
- Save Button (used to program the above memory buttons)
- Release Button
- Hold Button
- Link Button for Transferring calls
- Redial Button
- Mute Button, disables the handset transmitter
- Voltage Message Waiting Indicator, flashing light (Centrex does not support this type of Message Lamp)
- Tone Dialing
- Three Ring Volumes, with visual ringing indicator
- Has an extension jack for a Fax, Modem, or another Phone to plug into
- Desk or Wall mountable
- Is not Hearing Aid compatible
- Convenient, durable and low cost
M5216 Business Set w/Display
Price - $273.71 (ORIGINAL - $450.00) Refurbished
Install $536.46
Dropship $443.98

FEATURES

- The M5216 is headset compatible.
- The 2-line X 24-character liquid crystal display can deliver call information such as call progress, queue status, and calling name and number. Agents or the attendant can use this data to greet callers and speed transactions.
- Caller ID ready.
- Fourteen programmable line/feature keys let you tailor the set to fit your requirements. Assign additional directory numbers or special ACD features used by your organization.
- The M5216 supports a maximum of two M522 Meridian Mate expansion units to let you expand your answering position in a modular fashion.
- Message Waiting needs one of the buttons programmed as a Message Waiting Button. The button can have two functions; call the Message Center, and be a Message Waiting Indicator.

BENEFITS

The M5216 is recommended when you need a central answering position or ACD support. It offers unique functionality, making it the perfect solution for call centers or other high-volume calling applications. Combined with the M522 Meridian Mate Expansion Module, the M5216 is also recommended as a mini-console.

With liquid crystal display and headset compatibility, the M5216 offers powerful call coverage and call handling capabilities. As with all sets in the MBS II Portfolio, the M5216 is designed to maximize use of Meridian Digital Centrex (MDC) features.
M5316 Speakerphone w/Display
Price - $476.90 (ORIGINAL - $468.00)

FEATURES

- Handsfree Speakerphone permits you to engage in a conference call while simultaneously performing others tasks. During the conference call, use the Mute key to confer confidentially with another person in the room.
- Thirteen programmable line/feature keys let you tailor your set to suit your needs. The Program key lets you further customize local features on your set, such as time and date.
- The M5316 gives you one-button access to the MDC features you use most, including Speed Call.
- The built-in Call Timer makes it easy to monitor calls.
- And the Speaker also allows convenient on-hook dialing and access to voice mail.
- The 2-line X 24-character liquid crystal display ensures easy access to call information, including date and time.
- Caller ID ready.
- Message Waiting needs one of the buttons programmed as a Message Waiting Button. The button can have two functions; call the Message Center, and be a Message Waiting Indicator.

BENEFITS

The M5316 is the ideal set for busy professionals who conduct much of their business by phone. This set can also be used in combination with the M522 Meridian Mate Expansion Module as a mini-console or answering position.

With a liquid crystal display and third generation handsfree capability, the M5316 offers powerful time-saving and productivity features. As with all sets in the MBS II Portfolio, the M5316 is designed to maximize use of Meridian Digital Centrex (MDC) features.
M5008 Business Set
Price - $130.28 (ORIGINAL - $180.00)
FEATURES

- Since the M5008 is loop powered, you can be sure your display for Feature/Line Indicators will always work, even during power outages.
- Larger buttons on the keypad make dialing easy and quick. Eight line/feature keys let you configure the M5008 to suit your requirements.
- The M5008 includes eight programmable line/feature keys as well as conveniently placed, color-coded Hold and Release keys for improved efficiency and better call processing.
- The built-in speaker permits on-hook dialing and makes it easy to access voice mail.
- The Integrated Wall Mount Kit gives you everything you need to install the M5008 on the wall if you wish.
- Message Waiting needs one of the buttons programmed as a Message Waiting Button. The button can have two functions; call the Message Center, and be a Message Waiting Indicator.
M5208 Business Set

Price - $209.16 (ORIGINAL - $308.00)

Material code: 476698

FEATURES

- The M5208 is MADN-capable, letting you program your set for appearances of other users' directory numbers. Call coverage is simple.
- The 2-line X 24-character liquid crystal display can tell you who is calling and whether the call was transferred or forwarded. Armed with such information, you can answer personally and appropriately.
- Caller ID ready.
- Visual ringing indication alerts you to an incoming call with a flashing lamp. Even if you are on your primary line, you won't miss important calls.
- The M5208 includes eight programmable line/feature keys as well as conveniently placed, color-coded Hold and Release keys for improved efficiency and better call processing.
- The built-in speaker permits on-hook dialing and makes it easy to access voice mail.
- The M5208 is loop powered. Because local power is not required, your set will retain display capabilities even during a power outage.

Message Waiting needs one of the buttons programmed as a Message Waiting Button. The button can have two functions; call the Message Center, and be a Message Waiting Indicator.
Lot III: Data Services

The following Data Services are available at the rates listed below:

<table>
<thead>
<tr>
<th>Service</th>
<th>Speed</th>
<th>Order Term*</th>
<th>MRC based on 1st Amendment</th>
<th>MRC** via 2nd Amendment</th>
<th>NRC</th>
<th>NRC via 2nd Amendment</th>
</tr>
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<tbody>
<tr>
<td>EMBARQ Enhanced Ethernet</td>
<td>10 Gbps</td>
<td>ICB</td>
<td>ICB</td>
<td>ICB</td>
<td>ICB</td>
<td>ICB</td>
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<td>$930.00</td>
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<td>$848.00</td>
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<td>EMBARQ Enhanced Ethernet</td>
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<td>Outlying Areas for EMBARQ Enhanced Ethernet, ELAN) – Real Time CenturyLink may, in its sole discretion, sell EMBARQ Enhanced Ethernet, or Enhanced Ethernet (ELAN) to OWNER on an individual case basis (“ICB”) following receipt of OWNER’s request.</td>
<td></td>
<td>ICB</td>
<td>ICB</td>
<td>ICB</td>
<td>ICB</td>
<td>ICB</td>
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<td>Service</td>
<td>Speed</td>
<td>Order Term*</td>
<td>MRC based on 1st Amendment</td>
<td>MRC** via 2nd Amendment</td>
<td>NRC</td>
<td>NRC via 2nd Amendment</td>
</tr>
<tr>
<td>----------------------------------------------</td>
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<td>$66</td>
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<td>MPLS VPN</td>
<td>622 Mbps</td>
<td>Contract Term</td>
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<td>None</td>
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<td>155 Mbps</td>
<td>Contract Term</td>
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<td>MPLS VPN</td>
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<td>Contract Term</td>
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<td>MPLS VPN</td>
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<td>Contract Term</td>
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<tr>
<td>MPLS VPN–Outside Embarq Territory</td>
<td>622 Mbps</td>
<td>Contract Term</td>
<td>$22,500.00</td>
<td>$22,500.00</td>
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<td>MPLS VPN–Outside Embarq Territory</td>
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<td>MPLS VPN–Outside Embarq Territory</td>
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<td>MPLS VPN–Outside Embarq Territory</td>
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<td>MPLS VPN–Outside Embarq Territory</td>
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<td>Contract Term</td>
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<td>MPLS VPN–Outside Embarq Territory</td>
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<td>(Nxt-T-1)</td>
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<td>(Nxt-T-1)</td>
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<td>MPLS VPN–Outside Embarq Territory</td>
<td>1.5 Mbps</td>
<td>(T-1)</td>
<td>$390.00</td>
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<tr>
<td>MPLS VPN–Outside Embarq Territory</td>
<td>768 Kbps</td>
<td>(Frac T-1)</td>
<td>$266.00</td>
<td>$266.00</td>
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<td>MPLS VPN–Outside Embarq Territory</td>
<td>56 Kbps</td>
<td>(DDS)</td>
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<td>2 &amp; 4 Wire Circuits</td>
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<td>2 Wire Circuits (per chan term)</td>
<td>MTM</td>
<td></td>
<td>$24.50</td>
<td>$24.50</td>
<td>$390.00</td>
<td>$0.00</td>
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<td>Service</td>
<td>Speed</td>
<td>Order Term*</td>
<td>MRC based on 1st Amendment</td>
<td>MRC** via 2nd Amendment</td>
<td>NRC</td>
<td>NRC via 2nd Amendment</td>
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<td>4 Wire Circuits (per chan term)</td>
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<td>MTM</td>
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<td>Point – Point T1 Mileage (per mile rate)</td>
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<td>IXC Mileage</td>
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<td>Band 1 (1-4 miles / per mile)</td>
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<td>MTM</td>
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<td>None</td>
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<tr>
<td>Band 2 (5-8 miles / per mile)</td>
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<td>MTM</td>
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<tr>
<td>Band 3 (9-25 miles / per mile)</td>
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<tr>
<td>Band 4 (26-50 miles / per mile)</td>
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<td>MTM</td>
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<td>Band 5 (50+ miles / per mile)</td>
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<td>2 Wire Circuits</td>
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<td>MTM</td>
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<td>$25.00</td>
<td>$36.00</td>
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<td>D-Type</td>
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<td>MTM</td>
<td>$7.50</td>
<td>$7.50</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Bridging Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Data Bridge Shelf</td>
<td>MTM</td>
<td>MTM</td>
<td>$24.95</td>
<td>$24.95</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Data Control Module</td>
<td>MTM</td>
<td>MTM</td>
<td>$13.38</td>
<td>$13.38</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Data DTMF Module</td>
<td>MTM</td>
<td>MTM</td>
<td>$20.67</td>
<td>$20.67</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Data Input Module</td>
<td>MTM</td>
<td>MTM</td>
<td>$16.14</td>
<td>$16.14</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Data Output Module</td>
<td>MTM</td>
<td>MTM</td>
<td>$16.14</td>
<td>$16.14</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Voice/Data One Way Bridge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Data Bridge Mounting</td>
<td>MTM</td>
<td>MTM</td>
<td>$31.29</td>
<td>$31.29</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Data Bridge 8 Ports</td>
<td>MTM</td>
<td>MTM</td>
<td>$24.51</td>
<td>$24.51</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Alarm Bridge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mounting Shelf w/4 Port Bridge</td>
<td>MTM</td>
<td>MTM</td>
<td>$44.10</td>
<td>$44.10</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Additional 4 Port Bridge</td>
<td>MTM</td>
<td>MTM</td>
<td>$11.02</td>
<td>$11.02</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

* "MTM" means a month-to-month Order Term
** See Exhibit A / Attachment #8 for a list of Taxes, Fees & Surcharges that may apply to Telecom services.
Notes:
1. Rates “Fixed” for the term (rates will remain the same for the life of the Contract unless changed by mutual agreement)
2. MRC = Monthly Recurring Charge / NRC = Non-Recurring Install Charge
3. ICB = Individual Case Basis Pricing
Lot III: Internet Access

The following Internet Access Services are available at the rates listed below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Service</th>
<th>Order Term*</th>
<th>MRC via Originally Awarded RFP</th>
<th>MRC** via 2nd Amendment</th>
<th>NRC</th>
<th>NRC via 2nd Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dedicated Internet Access</td>
<td>3 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$199.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>5 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$285.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>10 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$409.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>20 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$474.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>50 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$698.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>100 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$3155.00</td>
<td>$1,058.00</td>
<td>$25.85</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>500 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$2,500.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>600 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$2,680.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>800 Mbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$3,200.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>1 Gbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$3,430.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access</td>
<td>10 Gbps (port only)</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$ICB</td>
<td>ICB</td>
<td>ICB</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>3.0 Mbps Down / 640 up Dynamic IP Address</td>
<td>Contract Term</td>
<td>N/A</td>
<td>$49.95</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>3.0 Mbps Down / 640 up Dynamic IP Address</td>
<td>MTM</td>
<td>$109.95</td>
<td>$99.95</td>
<td>$199.99</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>5.0 Mbps Down / 768 up Dynamic IP Address</td>
<td>24 mos.</td>
<td>N/A</td>
<td>$59.95</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>5.0 Mbps Down / 768 up Static IP Address</td>
<td>MTM</td>
<td>$124.95</td>
<td>$114.95</td>
<td>$199.99</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>10.0 Mbps Down / 896 up Dynamic IP Address</td>
<td>24 mos.</td>
<td>N/A</td>
<td>$94.95</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>10.0 Mbps Down / 896 up Static IP Address</td>
<td>MTM</td>
<td>$154.95</td>
<td>$144.95</td>
<td>$199.99</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>20.0 Mbps Down / 2.0 Mbps up Static IP Address</td>
<td>24 mos.</td>
<td>N/A</td>
<td>$184.95</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>20.0 Mbps Down / 2.0 Mbps up Static IP Address</td>
<td>MTM</td>
<td>N/A</td>
<td>$274.95</td>
<td>$199.99</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>25.0 Mbps Down / 2.0 Mbps up Static IP Address</td>
<td>24 mos.</td>
<td>N/A</td>
<td>$199.95</td>
<td>$199.99</td>
<td>$0.00</td>
</tr>
<tr>
<td>Type</td>
<td>Service</td>
<td>Order Term*</td>
<td>MRC via Originally Awarded RFP</td>
<td>MRC** via 2nd Amendment</td>
<td>NRC</td>
<td>NRC via 2nd Amendment</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>-------------</td>
<td>--------------------------------</td>
<td>------------------------</td>
<td>-----</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>25.0 Mbps Down / 2.0 Mbps up Static IP Address</td>
<td>MTM</td>
<td>N/A</td>
<td>$289.95</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Embarq Business-Class High Speed Internet</td>
<td>Optional Static IP Address</td>
<td>MTM</td>
<td>N/A</td>
<td>$10.00</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Dedicated Internet Access Bundle</td>
<td>3.0 Mbps Dedicated Internet Access Bundle via Ethernet with Adtran Router</td>
<td>Contract term</td>
<td>N/A</td>
<td>$499.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access Bundle</td>
<td>5.0 Mbps Dedicated Internet Access Bundle via Ethernet with Adtran Router</td>
<td>Contract term</td>
<td>N/A</td>
<td>$671.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access Bundle</td>
<td>10.0 Mbps Dedicated Internet Access Bundle via Ethernet with Adtran Router</td>
<td>Contract term</td>
<td>N/A</td>
<td>$875.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dedicated Internet Access Bundle</td>
<td>20.0 Mbps Dedicated Internet Access Bundle via Ethernet with Adtran Router</td>
<td>Contract term</td>
<td>N/A</td>
<td>$1,367.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*"MTM" means a month-to-month Order Term
**See Exhibit A / Attachment #8 for a list of Taxes, Fees & Surcharges that may apply to Telecom services.

Notes:
1. Rates "Fixed" for the term (rates will remain the same for the life of the Contract unless changed by mutual agreement)
2. MRC = Monthly Recurring Charge / NRC = Non-Recurring Install Charge
3. ICB = Individual Case Basis pricing
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Services For Telecommunications: Lot II – Voice Services And Lot III – Data Transport  

EXHIBIT A SCOPE OF WORK  
ATTACHMENT 8  

Telecom Taxes, Fees & Surcharges

<table>
<thead>
<tr>
<th>Item</th>
<th>Taxes &amp; Fees</th>
<th>Current Cost/Percent</th>
<th>Updated Cost/Percent Via 2nd Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clark County Franchise Fee</td>
<td>5% waived</td>
<td>no change</td>
</tr>
<tr>
<td>2</td>
<td>Employee Payroll</td>
<td>$0.05/line/$0.25/PRI</td>
<td>$0.11/line/$0.55/PRI</td>
</tr>
<tr>
<td>3</td>
<td>TDD Surcharge</td>
<td>$0.03/line/$0.15/PRI</td>
<td>no change</td>
</tr>
<tr>
<td>4</td>
<td>Subscriber Line Charge</td>
<td>$4.38/line/$21.90/PRI</td>
<td>no change</td>
</tr>
<tr>
<td>5</td>
<td>Federal Universal Service Fund (USF)</td>
<td>$0.50/line/$250/PRI</td>
<td>$16.8%</td>
</tr>
<tr>
<td>6</td>
<td>Nevada Universal Service Fund surcharge</td>
<td>0</td>
<td>$.01%*</td>
</tr>
</tbody>
</table>

*This is applied only to retail intrastate billing which includes all local services & intrastate Long Distance. This is not applied to any interstate services which includes high speed internet service.

Rates are Subject to change.

1. Clark County Franchise Fee applies to all Lot II & Lot III Intrastate Services. Should be waived on Clark County Government bills.
2. Employee Payroll Tax applies to all Business Lines, Business Trunks, Centrex Lines, ISDN BRI & ISDN PRI (PRI charges are cost per line times 5).
3. TDD Surcharge (Telephone Devices for Deaf) applies to all Business Lines, Business Trunks, Centrex Lines, ISDN BRI & ISDN PRI (PRI charges are cost per line times 5).
4. Subscriber Line Charges applies to all Business Lines, Business Trunks, Centrex Lines, ISDN BRI & ISDN PRI (PRI charges are cost per line times 5).
5. Federal Universal Service Fund (USF) applies to all Business Lines, Business Trunks, Centrex Lines, ISDN BRI & ISDN PRI (PRI charges are cost per line times 5).

Note: Clark County is "Tax Exempt" but any Taxes/Fees that are applicable should be clearly identified as to the Services & how the Tax/ Fee is applied.
Lot III: Centurion Maintenance Service

The following Centurion Maintenance Services are available at the rates listed below:

<table>
<thead>
<tr>
<th>Type</th>
<th>Service</th>
<th>Order Term</th>
<th>MRC*</th>
<th>NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Centurion Maintenance Service (for additional units ordered during the Contract Term)</td>
<td>Centurion Maintenance Service – Standard Exhibit D, Attachment 14, CenturyLink Centurion Monitoring Service.</td>
<td>Month to month</td>
<td>$2.28 per phone monthly or $27.36 per unit annually</td>
<td>$0.00</td>
</tr>
<tr>
<td>Centurion Maintenance Service</td>
<td>Centurion Maintenance Service – Standard (See Detailed Quote attached as Appendix A to Attachment 10)</td>
<td>36 Months</td>
<td>$608.76</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

* See Exhibit A / Attachment #8 for a list of Taxes, Fees & Surcharges that may apply to Telecom services.

Notes:
1. Rates "Fixed" for the term (rates will remain the same for the life of the Contract unless changed by mutual agreement)
2. MRC = Monthly Recurring Charge / NRC = Non-Recurring Install Charge.
3. Centurion Maintenance does not apply to Centrex related services and equipment.
### CENTURYLINK

#### CenturyLink Centurion Maintenance

---

Customer Legal Name: Clark County of Nevada
Customer Billing Name: Clark County of Nevada
500 Grand Central Parkway
Las Vegas NV, 89106
Quote-Build#: 13-037462-02-

---

### Engineer Selected

<table>
<thead>
<tr>
<th>Type</th>
<th>Quantity</th>
<th>Annual Standard Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unit</td>
</tr>
<tr>
<td>Ports (Key=Active PBX-equipped)</td>
<td>267</td>
<td>$27.36</td>
</tr>
<tr>
<td>&quot;Switch Only&quot; Station Ports</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>T1 / PRI</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>PBX Voicemail Ports (exc CP w/JUM)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Key VM Ports</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Attendant Consoles</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Centrex Stations</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Centrex Add-on Modules</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Paging Speakers</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Printers &amp; Terminals</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGE</td>
<td></td>
<td>$7,305.12</td>
</tr>
<tr>
<td>SUBTOTAL: ANNUAL ON SITE TECHNICIAN COVERAGE</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TOTAL ANNUAL RECURRING COVERAGE CHARGES</td>
<td></td>
<td>$7,305.12</td>
</tr>
<tr>
<td>TOTAL CONTRACT TERM RECURRING COVERAGE CHARGES</td>
<td></td>
<td>$21,915.36</td>
</tr>
</tbody>
</table>

---

Clark County Maintenance
2013 CenturyLink Centurion Maintenance Plan Details as outlined in Exhibit D, Attachment 15, Centurion Maintenance Service Annex Service

Norstar Key Systems:
Response to all hardware and software repairs and outages upon receiving an open case call to the CenturyLink Support Line. CenturyLink will respond onsite within 2 hours when needed.

**Note** –
1. The Norstar Keys Systems and telephones are end of life. CenturyLink will provide support as long as repair parts are still available to provide such repairs. Failure of the entire Key System would require a new remote solution. To be added to the contract as an amendment.
2. Centurion Maintenance applies to the 267 remaining phones at Clark County Detention Center and Fire Department.
1. DEFINITIONS.

1.1 Business Hours mean 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding CenturyLink-observed holidays.

1.2 Covered Hours for Repairs.

A. For the Standard Plan, “Covered Hours” means Business Hours.

1.3 End of Life (“EOL”) means, among other possible EOL causes, that the Equipment or Software has been discontinued by the original equipment manufacturer or that CenturyLink is unable to obtain spare parts, any kind of manufacturing, design, engineering, or technical support in the ordinary course of business from the original equipment manufacturer, any inherent Equipment or Software design defects will remain unresolved, no further Software patches or firmware updates are available, or replacement Software media is discontinued.

1.4 Equipment refers to CenturyLink-serviced hardware and software to be covered by this Agreement as identified in the Equipment List attached to this Agreement, excluding any items identified by CenturyLink as “Vendor Serviced Equipment.”

A. Voice Equipment includes traditional TDM-based equipment, the voice components of converged voice and data solutions, voice mail systems, and call center / call distribution applications. If the Agreement specifies “switch only,” Voice Equipment will only include devices within Customer’s designated equipment room and will exclude devices and wiring from the surface jack to the desktop.

B. Data Equipment includes all equipment not classified as Voice Equipment, including but not limited to switches, hubs, routers, CSU/DSUs, and the data components of converged voice and data solutions.

1.5 Maintenance Release means an incremental release of Software that provides maintenance fixes and may provide additional Software features.

1.6 Major Release means a release of Software that provides additional Software features and/or functions, commonly referred to as upgrades.

1.7 Major Outage means a malfunction consisting of one or more of the following conditions:

A. For all equipment:

A. Complete failure of the system or network, meaning no incoming or outgoing communications or connectivity to or from Customer's premise;

B. No internal communications or functionality within the system;

C. Severe loss of network operation or severely impaired network performance for a sustained period of time;

B. For Voice Equipment:

A. Inoperative attendant console;

B. Inoperative applications server, such as a voice messaging system or automatic call distribution (ACD) system;

C. 20% of all telephones out of service; or

D. 20% of all trunk circuits out of service.

C. For Data Equipment:

A. 20% of LAN ports out of service; or

B. 20% of all network connectivity out of service.

1.8 Manufacturer Discontinued (“MD”) means that the Equipment or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Equipment designated as MD is no
AMENDMENT 2

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EXHIBIT D
ATTACHMENT 15

longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

1.9 **Minor Outage** means any malfunction other than a Major Outage.

1.10 **Remote Work** means activities performed without a CenturyLink employee or CenturyLink contractor on Customer's site.

1.11 **Response Time** means the time interval between when a trouble call is made to CenturyLink's National Business Operations Center (by the designated Customer personnel or by an automatic notification system) and the time CenturyLink service personnel begin analyzing the system in search of the cause of the trouble (remotely or on-site).

1.12 **Service** means the services provided by CenturyLink to Customer under this Agreement.

1.13 **Software** means the machine-readable object code software programs licensed or sublicensed to Customer by CenturyLink under separate agreements for use with CenturyLink-provided equipment.

1.14 **Vendor Serviced Equipment** means devices identified accordingly by CenturyLink on the Equipment List that are serviced directly by the Equipment manufacturer or other manufacturer-approved third party and that is subject to limited coverage from CenturyLink under this Agreement.

2. **TERM.**

2.1 The Term for Services will have the duration (“Order Term”) specified in the applicable cover agreement or in a subsequent Order. The Term for Services will commence on the last of:

A. the date that the Equipment is installed and deemed accepted;
B. the date the Equipment warranty period (if applicable) expires; or
C. the date this Agreement is signed by Customer and accepted by CenturyLink.

2.2 For Equipment identified as End of Life by CenturyLink, Customer may not extend the Term under any circumstances.

3. **SCOPE OF SERVICE.**

3.1 **CenturyLink Responsibilities.** CenturyLink will use commercially reasonable efforts to provide all of the following:

A. **All Equipment:**
   
   (a) (1) Two-hour Response Time, remote or on-site, for Major Outages reported during Covered Hours.
   
   (b) (2) Next-business-day Response Time, remote or on-site, for Major Outages reported outside Covered Hours and for all Minor Outages if both the call and determination that service is required has been made before 4:00 p.m. local time the prior day.
   
   (c) (3) Parts, labor, and material required to maintain Equipment in compliance with manufacturer's service specifications. CenturyLink will support all active software provided by the Equipment manufacturer. Replacement parts will be, at CenturyLink's sole discretion, either new or of like-new quality. If Customer purchases an option for enhanced delivery for replacement parts, CenturyLink will supply the parts according to manufacturer guidelines regarding availability in that geographical area.
   
   (d) (4) Installation and configuration of all mandatory manufacturer-supplied, manufacturer-supported Maintenance Releases associated with the Equipment to correct a reported outage or service issue.
   
   (e) (5) Equipment configuration and troubleshooting support by telephone, facsimile, or electronic mail.
   
   (f) (6) Work-around solutions to reported Software problems.
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EXHIBIT D
ATTACHMENT 15

(g) (7) If, in responding to a Major or Minor Outage, CenturyLink identifies a malfunction in Vendor Serviced Equipment, CenturyLink will promptly pass the service issue to the Equipment manufacturer or other manufacturer-approved third party for resolution.

(h) (8) Optional Services, as identified by a separate pricing entry in the Agreement:

(a) Lightning Coverage (where available). CenturyLink will pay Customer’s proven insurance deductible associated with either repairing lightning damage to the Equipment or replacing Equipment that is damaged by lightning, not to exceed $25,000 in any contract year. Lightning Coverage will not apply if:

i. Customer breaches the Agreement and the breach contributes to the damage caused by the lightning; or

ii. The Equipment or any electrical or other attachments to the Equipment are repaired or attempted to be repaired by anyone other than CenturyLink or its authorized contractors.

B. Voice Equipment.

(a) (1) Preventive maintenance and training on traditional key systems under a separate contract following a mutually agreed Scope of work.

C. Data Equipment. Subject to the availability of resources, CenturyLink will allow up to two 15-minute remote assistance calls per month during Business Hours for each device maintained by CenturyLink, related to the functionality or operation of the Equipment.

D. EOL and MD Equipment and Software.

(1) Limitation. CenturyLink is not responsible for any delay or inability to provide Services for Equipment or Software designated as EOL or MD. CenturyLink will make reasonable efforts to repair EOL or MD Equipment or Software. CenturyLink will bill Customer separately for any hardware, replacement parts or software that is not commercially available to support EOL or MD Equipment or Software. CenturyLink will invoice Customer for vendor costs incurred in support of EOL or MD Equipment or Software. CenturyLink is not responsible for any enhancements, additions, changes, modifications or new features that are needed to maintain Customer’s EOL or MD Equipment or Software in its existing state.

(2) Resolution. CenturyLink will provide reasonable efforts to resolve EOL or MD Equipment and Software failure issues by utilizing vendor and internal resources. CenturyLink will invoice Customer for all costs incurred to resolve Customer’s issues resulting from designated EOL or MD Equipment or Software. If resolution of an issue is not possible or not available under circumstances described in the Agreement or this Annex, Customer acknowledges that a system upgrade or complete replacement (if available) may be required to retain functionality. A system upgrade or replacement is not covered under the Agreement or any order to the Agreement, and will result in additional charges for all labor and materials.

3.2 Customer Responsibilities.

A. Reporting.

A. Customer will identify each outage report as either a Major or Minor Outage based on the definitions described above.

B. Customer will give CenturyLink employees and subcontractors supervised access to the Equipment to perform the obligations under this Agreement, subject to Customer's reasonable internal security requirements.

C. Customer must provide CenturyLink with accurate information in connection with the Equipment. If Customer discovers any material error or omission in information provided to CenturyLink, Customer must promptly correct the information. CenturyLink reserves the right to either bill Customer for time and materials as Billable Services to fix any problem created by materially inaccurate or omitted information supplied by Customer or its agents, or to terminate this Agreement without liability.

Physical
AMENDMENT 2

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EXHIBIT D
ATTACHMENT 15

B. Premise Requirements.

  A. Customer will maintain environmental conditions at the site according to the specifications established by the Equipment manufacturer. At a minimum, the premises should be clean, dust-free, and well ventilated with a temperature range of 55 degrees - 90 degrees Fahrenheit and 30% - 50% relative humidity.

  (a) (2) Customer will provide all electric work necessary to support the Equipment, including but not limited to, providing electric current, outlets and ground wire connections to premises, and installation of communication facilities or connections, such as the local telephone extension (or toll free domestic and international access to CenturyLink) adjacent to the Equipment for the use of service personnel.

  (b) (3) Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of such openings and ducts. The floor plan and/or prints will also show the locations and types of equipment installed.

  (c) (4) Unless otherwise agreed to in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for Service of the Equipment on the premises where the Equipment is installed.

B. EOL and MD Equipment and Software.

  (1) Acknowledgement. Customer acknowledges that some Equipment and Software covered under the Agreement have been, or soon will be, declared either MD or EOL by the relevant manufacturer.

  (2) The Norstar Keys Systems and telephones are end of life. CenturyLink will provide support as long as repair parts are still available to provide such repairs. Failure of the entire Key System would require the purchase of a new like replacement at by Clark County. The newly purchase replacement system may be added to the contract as an amendment.

3.3 Billable Services.

A. The following Billable Services may be performed by CenturyLink for an additional charge under a separate contract following a mutually agreed Scope of Work.

  1. Performing Customer-specified moves, adds, and changes to Equipment, including, but not limited to adding or removing accessories, attachments or other devices, or moving or relocating the Equipment (with all purchases under this section subject to the Equipment Sales Product Annex);

  2. Troubleshooting Software or hardware issues caused by products, provided by parties other than CenturyLink, that are attached to or otherwise integrated into the Equipment and are not otherwise covered by this Agreement, including resolving voice over data issues resulting from variation of network traffic patterns following initial installation or the addition of non-CenturyLink approved voice over data design equipment by Customer to its network;

  3. Performing Customer-requested Software changes such as scripting or other customized application development;

  4. Installing any hardware upgrade or Software Major Release, including any hardware upgrade required to run upgraded Software;

  5. Repairing or replacing parts or materials associated with Equipment and consumed in the ordinary course of business;

  6. Repairing or replacing parts, materials, or software lost, stolen, or damaged through circumstances outside CenturyLink’s control, including but not limited to accident, negligence, abuse, misuse, and failure of electrical power, air conditioning or humidity control, riot or other civil disturbance, strike or other labor trouble, sabotage, fire, flood, lightning or electrical storms, or other act of God, Customer or persons other than CenturyLink or its authorized contractors;
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7. Dispatches to Customer’s site for incomplete service calls through no fault of CenturyLink
   including, but not limited to, Customer’s failure to provide access to the CenturyLink
   representative. Customer will be charged a Service Charge plus one hour of labor at
   CenturyLink’s then-current Centurion labor rates;

8. Performing other maintenance except as provided in this Agreement; or

9. Changes to the configuration of the covered Equipment that provide new functionality, usability
   or appearance to the Equipment.

B. The following rate elements may apply to Billable Services:

Billable Services will be billed at CenturyLink’s then-current labor rates;

(a) (1) Overtime Rate. Calls performed outside of business hours will be billed at
   CenturyLink’s then-current overtime labor rates;

(b) (2) Service Charge. A service charge to cover CenturyLink’s travel time will be applied to
   each Billable Service call. The charge will be at CenturyLink’s then-current Centurion service
   charge rates;

(c) (3) Expedite Fees. An expedite fee will be applied whenever Customer requests that
   CenturyLink expedite Billable Services beyond normal response times. The charge will be at the
   then-current Centurion Expedite Fee Rates;

(d) (4) Billable Services are billed in 15 minute increments, with a minimum of one hour
   billed for work performed during Business Hours. Work performed outside of Business Hours is
   billed at overtime rates with a minimum of two hours.

4. ADDITIONAL EQUIPMENT. Subject to CenturyLink’s right to inspect such equipment to determine whether it is in
   acceptable condition and can be properly and/or economically maintained, Customer may, for an additional fee, add
   CenturyLink or Customer-provided equipment for coverage under this Agreement. CenturyLink will identify any repairs,
   adjustments or upgrades necessary to bring Customer’s equipment to a condition acceptable to CenturyLink. Customer is
   responsible for making such repairs, adjustments or upgrades at its expense before it will be added through a mutually
   agreeable written amendment to this Agreement. The additional fee associated for added equipment will be invoiced to
   Customer no later than the next anniversary date of the Agreement.

5. LIMITATIONS.

5.1 Service Availability. Service is subject to availability for Customer locations that are more than 125 miles from a
   CenturyLink Service Center.

5.2 Hazardous Materials. Services under this Agreement performed by CenturyLink employees and subcontractors
   will be accomplished only in a safe working environment that complies with state and federal regulations and law.
   CenturyLink has not included any charges or any expenses associated with handling, dealing with, removing or
   disposing of any hazardous materials at the site. If hazardous materials are encountered in the performance of this
   Agreement, CenturyLink will cease performance of Services that would necessitate exposure to such hazardous
   materials until the hazardous materials are removed and immediately notify Customer of the existence of such
   hazardous materials. CenturyLink’s performance of this Agreement will be excused until the hazardous materials
   are safely removed.

6. DISASTER RECOVERY.

6.1 Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically or
   electronically stored data, and that industry standards dictate the systematic use of products that provide
   comprehensive backup of data so as to prevent such loss. Accordingly, CenturyLink does not assume any risk of
   loss of Customer's magnetically or electronically stored data in any way related to or resulting from the Services,
   products, Equipment, or systems provided by CenturyLink or any handling of magnetically or electronically
   stored data by CenturyLink. Customer hereby releases CenturyLink from any liability for loss of magnetically or
   electronically stored data from any and all causes.

6.2 Customer recognizes that industry standards dictate the development of a disaster recovery plan for all mission
   critical business operations. In the telecommunications industry this includes, but is not limited to, data backup,
   power backup, power/surge protection, spare system parts, system redundancy, site redundancy, escalation
procedures, emergency support agreements with hardware and software vendors, public network based call forwarding to alternate locations, and documented recovery policies and procedures. Customer understands that developing and testing a disaster recovery plan is Customer's responsibility and is not included in this Agreement.

7. **LIMITED WARRANTY.**

7.1 CenturyLink warrants to Customer that any and all Services provided by CenturyLink under this Agreement will be performed in a good workmanlike manner, and in accordance with recognized industry standards.

7.2 If CenturyLink breaches this warranty and Customer notifies CenturyLink in writing of the breach, CenturyLink's sole obligation and Customer's exclusive remedy will be for CenturyLink to correct the portion of the work that does not conform to the warranty. If CenturyLink is unable to correct the Services, CenturyLink will refund the compensation received by CenturyLink for the non-conforming Services.

7.3 The warranty in Section 7.1 above does not apply if:

   A. Customer breaches the terms of this Agreement,

   B. the non-conformity was caused by Customer's (including Customer's employees, agents or contractors) abuse, misuse, damage, improper operation or use of the Equipment, such as abuse, misuse, damage, misappropriation or use in a manner other than intended, or

   C. the damage is created by any cause not attributable to CenturyLink including without limitation, power irregularities, fire, earthquakes or acts of God or nature. CenturyLink makes no warranty for any Equipment or software that is provided by third parties.

7.4 FOR END OF LIFE EQUIPMENT, CENTURYLINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ITS PROVISION OF SERVICE.

8. **TERMINATION.**

8.1 In addition to other rights of the parties to terminate under this Centurion Maintenance Service Agreement, CenturyLink may terminate this Centurion Maintenance Service Agreement "for cause" if Customer fails to cure such "cause" within 30 days after receipt of written notice detailing the failure. For purposes of this Annex, the term "for cause" includes, but, is not limited to:

   A. Customer's improper wiring, failure to maintain proper environmental conditions for the Equipment, and any removal, relocation, repair, additions to, or maintenance of the Equipment by persons other than CenturyLink authorized personnel. But, upon Customer's prior written request, CenturyLink, in its sole discretion, may permit Customer or Customer's designated agent to conduct the activities described in this subsection by providing Customer with written approval.

   B. If, in CenturyLink's reasonable determination, Customer is misusing or abusing Services for purposes other than those intended or is using Services for an unlawful or unsafe purpose.

8.2 CenturyLink may terminate this Centurion Maintenance Service Agreement with 30 days notice if CenturyLink cannot obtain maintenance support from the Equipment manufacturer.