




COLOCATION SERVICE ORDER
Q-57284 1

Customer	Contract Entity	Billing Entity
SANTA FE COUNTY - NM 124 W Palace Ave Santa Fe, New Mexico 87501 United States	Phoenix Data Center Leasehold LLC ("Csquare") 3100 Olympus Blvd Suite 510 Coppell, Texas 75019	Phoenix Data Center Leasehold LLC 3100 Olympus Blvd Suite 510 Coppell, Texas 75019
Customer Service Order Contact	Customer Technical Contact	Customer Billing Contact
Dale Lucero IT Support Specialist (505) 995-9535 dlucero@santafecountynm.gov	Dale Lucero IT Support Specialist (505) 995-9535 dlucero@santafecountynm.gov	Dale Lucero IT Support Specialist (505) 995-9535 dlucero@santafecountynm.gov
Csquare Sales Contact	Csquare Sales Engineer Contact	Csquare Service Delivery
Steffi Jolly Account Director (682) 241-6487 jolly.steffi@csquare.com	Brian Noeldner Director, Solutions Architect 720-320-5412 Brian.Noeldner@csquare.com	Service Delivery servicedelivery@csquare.com

This Service Order and the services to be provided hereunder (the "Services") are governed by the master services agreement located at <https://csquare.com/msa>, provided that if Customer or its affiliate and Csquare or its affiliate have executed a governing service agreement(s) with respect to the same category of services set forth herein, the portion of this Service Order relating to such category of services shall instead be governed by such executed agreement(s) (as applicable, the "Agreement"). Each Service Order between the parties identified above is a separate and distinct agreement, provided that all Service Orders relating to the same data center are collectively, a separate and distinct agreement with respect to such data center. This Service Order shall not be binding until it has been fully executed by both parties.

Customer




By
Gregory S. Shaffer

Name
County Manager

Title
6/4/2026

Date

Csquare

Signed by:


By
Erin Bookout

Name
VP Governance

Title
06 May 2026 | 10:38:10 AM PDT

Date

Approved as to form by Roberta D. Joe, Assistant County Attorney for W.B., Santa Fe County Attorney 5/12/2026



1. SERVICE TERM AND EFFECTIVE DATES

Service Term (Months)	60
Service Term / Billing Start Date	July 1, 2026
Service Term End Date	June 30, 2031
Service Order Billing Currency	USD
Valid Until Date	June 4, 2026

2. COLO ID / FACILITY LOCATION

Colo ID	980
Facility Location	ABQ1 - A

3. SERVICES

Customer Service Guide	https://csquare.com/customer-guides
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These monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") apply only to the Services listed at the Facility identified herein and do not apply to moves, adds and changes which will be addressed in a separate Service Order.

Colocation

Type	Service	Description	QTY	Unit MRCs	Total MRCs	Total NRCs
No change	Redundant Power Circuit (208v,30A,SP) Service ID: 1318306		1	\$0.00	\$0.00	
New	Secure Cabinet (4kW) - Setup		1			\$1,265.00
New	Combo Lock (for Cabinet Door) - Setup		2			\$500.00
New	Redundant Power Circuit (208v,30A,SP)		1	\$0.00	\$0.00	
New	Redundant Power Circuit (208v,30A,SP) - setup	Existing power	1			\$0.00
New	208V, 30A, SP, Vertical Metered Power Strip - Setup	Input: L6-30P Output: (36) IEC 320 C13 (6) IEC 320 C19	2			\$2,336.00



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Interconnection

Type	Service	Description	QTY	Unit MRCs	Total MRCs	Total NRCs
Re-price	Multi-Mode Fiber Cross Connect (Month-to-month) Service ID: 677847		1	\$350.00	\$350.00	
Re-price	Multi-Mode Fiber Cross Connect (Month-to-month) Service ID: 677848		1	\$350.00	\$350.00	
Re-price	Copper Cross Connect (Month-to-month) Service ID: 739694		1	\$350.00	\$350.00	
No change	Single Mode Fiber Cross Connect (Month-to-month) Service ID: 1000008806		1	\$350.00	\$350.00	

Year 1

Type	Service	Description	Start Date	End Date	QTY	Unit MRCs	Total MRCs
Re-price	Secure Cabinet (4kW) Service ID: 1318305		7/1/2026	6/30/2027	1	\$1,226.53	\$1,226.53
New	Secure Cabinet (4kW)		7/1/2026	6/30/2027	1	\$1,226.53	\$1,226.53
Re-price	Ecosystem Connect (6 Bundle SM Fiber) Service ID: 20316730		7/1/2026	6/30/2027	1	\$111.39	\$111.39
Year 1 Total MRC:							\$2,564.45
Year 1 Total:							\$30,773.42

Year 2

Type	Service	Description	Start Date	End Date	QTY	Unit MRCs	Total MRCs
Re-price	Secure Cabinet (4kW) Service ID: 1318305		7/1/2027	6/30/2028	1	\$1,263.32	\$1,263.32
Re-price	Secure Cabinet (4kW)		7/1/2027	6/30/2028	1	\$1,263.33	\$1,263.33
Re-price	Ecosystem Connect (6 Bundle SM Fiber) Service ID: 20316730		7/1/2027	6/30/2028	1	\$114.74	\$114.74
Year 2 Total MRC:							\$2,641.39
Year 2 Total:							\$31,696.63



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Year 3

Type	Service	Description	Start Date	End Date	QTY	Unit MRCs	Total MRCs
Re-price	Secure Cabinet (4kW) Service ID: 1318305		7/1/2028	6/30/2029	1	\$1,301.22	\$1,301.22
Re-price	Secure Cabinet (4kW)		7/1/2028	6/30/2029	1	\$1,301.23	\$1,301.23
Re-price	Ecosystem Connect (6 Bundle SM Fiber) Service ID: 20316730		7/1/2028	6/30/2029	1	\$118.18	\$118.18
Year 3 Total MRC:							\$2,720.63
Year 3 Total:							\$32,647.53

Year 4

Type	Service	Description	Start Date	End Date	QTY	Unit MRCs	Total MRCs
Re-price	Secure Cabinet (4kW) Service ID: 1318305		7/1/2029	6/30/2030	1	\$1,340.26	\$1,340.26
Re-price	Secure Cabinet (4kW)		7/1/2029	6/30/2030	1	\$1,340.26	\$1,340.26
Re-price	Ecosystem Connect (6 Bundle SM Fiber) Service ID: 20316730		7/1/2029	6/30/2030	1	\$121.72	\$121.72
Year 4 Total MRC:							\$2,802.25
Year 4 Total:							\$33,626.96

Year 5

Type	Service	Description	Start Date	End Date	QTY	Unit MRCs	Total MRCs
Re-price	Secure Cabinet (4kW) Service ID: 1318305		7/1/2030	6/30/2031	1	\$1,380.47	\$1,380.47
Re-price	Secure Cabinet (4kW)		7/1/2030	6/30/2031	1	\$1,380.47	\$1,380.47
Re-price	Ecosystem Connect (6 Bundle SM Fiber) Service ID: 20316730		7/1/2030	6/30/2031	1	\$125.38	\$125.38
Year 5 Total MRC:							\$2,886.31
Year 5 Total:							\$34,635.76



PRICING SUMMARY FOR THIS SERVICE ORDER		
	Fixed Term	Month-to-Month*
Existing Monthly Recurring Charges	USD 1,298.95	USD 1,130.00
New Initial Monthly Recurring Charges	USD 2,564.45	USD 1,400.00
Initial Delta Monthly Recurring Charges	USD 1,265.49	USD 270.00
Total Monthly Recurring Charges	Year 1: USD 2,564.45 Year 2: USD 2,641.39 Year 3: USD 2,720.63 Year 4: USD 2,802.25 Year 5: USD 2,886.31	Year 1: USD 1,400.00 Year 2: USD 1,400.00 Year 3: USD 1,400.00 Year 4: USD 1,400.00 Year 5: USD 1,400.00
Total Annual Recurring Charges	Year 1: USD 30,773.42 Year 2: USD 31,696.63 Year 3: USD 32,647.53 Year 4: USD 33,626.96 Year 5: USD 34,635.76	Year 1: USD 16,800.00 Year 2: USD 16,800.00 Year 3: USD 16,800.00 Year 4: USD 16,800.00 Year 5: USD 16,800.00
Total Recurring Contract Amount	USD 163,380.30	USD 84,000.00
Total Non-Recurring Contract Amount	USD 4,101.00	

*Month-to-Month charges are subject to change with a 30 days' notice

Non-Recurring Charges (NRCs)

This Service Order includes estimated NRCs based on market data available at the time of the quote. Customer is responsible for actual NRCs incurred. Csquare will contract for the work and should final NRCs be different than indicated on this Service Order, Csquare will contact Customer who will have the option to either (i) pay any additional amounts due or (ii) reduce the scope of setup to meet the stated NRC.

Notwithstanding anything in the Agreement, including any Service Order, to the contrary:



- (i) all NRCs are to be paid in full within thirty (30) days of the date of the invoice, which may be invoiced in advance of Service delivery, and all other charges are to be paid in accordance with the Agreement;
- (ii) failure to pay the NRCs by such date may result in termination for cause of the applicable Service Order and any related Service Order, or suspension of work related thereto, as a Customer delay, if such failure continues for three (3) days following notice by Csquare; and
- (iii) the parties hereby agree that this provision applies to all outstanding NRCs.

Termination

Notwithstanding anything in the Agreement to the contrary, Services under this Service Order may only be terminated prior to the expiration of the Service Term for cause. Notice shall be provided as set forth in the Agreement.



Cyxtera Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("MSA") is by and between Cyxtera Communications, LLC and its Affiliates ("Cyxtera") and Leidos ("Customer") and is entered into as of the date it is accepted by Cyxtera following Customer's execution ("Effective Date").

1. Services. Cyxtera will provide the Services in accordance with the Agreement. The "Agreement" means this MSA plus all applicable Service Schedules, Service Guides, Service Appendices, Service Exhibits, Service Orders, Order Forms, Statements of Work ("SOWs"), service level agreements ("SLAs"), pricing attachments, and any other documents that are expressly incorporated herein (collectively "Service Attachments"). Cyxtera will not be bound by any order or SOW until it is accepted by Cyxtera. The Agreement applies only to Customer and the Cyxtera Affiliate identified in the Service Attachments applicable to the particular Service ordered.

2. 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").

3. Billing. Billing for each Service shall commence on the Billing Commencement Date ("BCD"), as defined in the applicable Service Attachment. Except as may otherwise be set forth in the applicable Service Attachment, (a) monthly recurring charges ("MRCs") will be billed monthly in advance, (b) varying or usage-based charges will be billed monthly in arrears and (c) installation or other non-recurring charges ("NRCs") will be billed upon the Billing Commencement Date.

4. Payment.

4.1. Invoiced amounts are due in full within thirty (30) days after the date of the invoice ("Due Date"). In addition to the Service charges, Customer will pay all applicable Taxes and Government-permitted Charges. Any amount not received by the Due Date will be past due and subject to interest at the lesser of 1 1/2% per month or the highest rate permitted by applicable law and attorneys' fees and costs incurred by Cyxtera in collecting such amounts. Customer's payments to Cyxtera must be in the form of wire transfer, ACH, or, if available, via any Cyxtera approved payment portal (e.g., Savvisstation.com). Cyxtera's acceptance of late or partial payments (even those marked, "Paid in Full")

and late payment charges is not a waiver of its right to collect the full amount due. Cyxtera reserves the right to charge administrative fees when Customer's payment and invoice preferences deviate from Cyxtera's standard practices. Provision of Services is subject to Cyxtera's credit approval of Customer. Additionally, Cyxtera may require a deposit or other security if Customer has failed to pay its invoices by the Due Date three times in any 12-month period or if there has been a material, adverse change in its financial condition. Cyxtera may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses. Notwithstanding any other provision to the contrary and not more than once per calendar year, Cyxtera may increase the charges applicable to any Service provided hereunder in an amount not to exceed the latest annual increase in the Consumer Price Index specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in Cyxtera's written notice thereof to Customer. Cyxtera may otherwise increase applicable charges as set forth on a particular Service Schedule and/or Service Order or upon prior written notice during any automatic renewal term.

4.2. To dispute a charge on an invoice, Customer must identify the specific charge in dispute and provide a written explanation of the basis of the dispute, with additional detail as may be required by any Service Attachment, before the Due Date. Customer may withhold payment of the disputed amount if Customer makes timely payment of all undisputed charges by the Due Date. The parties will work in good faith to resolve the dispute. If Cyxtera determines that a disputed charge is in error, Cyxtera will issue a credit or reverse the amount incorrectly billed. If Cyxtera determines in good faith that a disputed charge was billed correctly, Customer's payment will be due no later than 10 days after Cyxtera 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. Alternative Funding. Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other





Company Name: Leidos
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programs, including the American Recovery and Reinvestment Act, that would obligate Cyxtera to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

5. Compliance and Security. Each party shall comply with all laws and regulations applicable to the provision (in the case of Cyxtera) and use (in the case of Customer) of the Services provided hereunder. Cyxtera has adopted, implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect "Customer Data" from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. The Cyxtera information security program is subject to reasonable changes by Cyxtera from time to time. Customer will ensure that all customer data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including those involving encryption. As of the Effective Date, Cyxtera has completed an AICPA sanctioned Type II audit report (i.e., SSAE16/ISAE3402 SOC 1 or AT-101 SOC 2) in certain data centers and intends to continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report, which is Cyxtera Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by Cyxtera.

6. Use of Service: Customer will not use Services: (a) for fraudulent, abusive, or unlawful purposes or any other unauthorized or attempted unauthorized use, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; or (b) in any manner that causes interference with Cyxtera's or another's use of the Cyxtera-provided network or infrastructure. Customer will cooperate promptly with Cyxtera to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable. Customer and its End Users will not use or access the Services or any Cyxtera data center in a manner that: materially interferes with or harms the Cyxtera infrastructure or any third parties; or is tortious or violates any third party right.

Cyxtera may suspend the affected Service if Customer violates this Section. Cyxtera will attempt to notify Customer in writing prior to suspending Service. However, Cyxtera may terminate for Cause or suspend Service without notice if Cyxtera becomes aware of a violation of any applicable law or regulation or of activity that exposes Cyxtera to criminal or civil liability or that exposes the Cyxtera network, Cyxtera property or Cyxtera customers' network or property to harm.

7. Termination. Either party may terminate the Agreement or affected Services for Cause, including Customer's use of Service in an unauthorized or unlawful manner or violation of the Use of Service provisions in Section 6 above; (i) upon thirty (30) days prior written notice in the event of a material, uncured breach of the Agreement (unless a different notice period is expressly set forth in the Agreement); or (ii) in accordance with any other express term contained in the Agreement. Cyxtera may suspend Service or terminate the affected Service: (a) upon 5 (5) days notice in the event of any uncured payment default; or (b) upon notice in the event Customer violates Section 6. If the Service or this Agreement is terminated either by Cyxtera for Cause or by Customer for any reason other than Cause prior to the conclusion of the applicable Service term, then Customer shall be liable for: (a) unless otherwise set forth on a Service Order an early termination charge equal to 100% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service term; (b) Service charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon Cyxtera (e.g., ordered equipment, licenses, carrier termination charges). The parties agree that any cancellation fees and early termination charges set forth in the Agreement constitute liquidated damages based on fairly estimated harm to Cyxtera and are not intended as a penalty. If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well.

8. Disclaimer of Warranties. THE SERVICES PROVIDED BY CYXTERA UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED





Company Name: Leidos
MSA: MSA1520049

THEREFROM. CYXTERA MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF CUSTOMER. THE PREVIOUS DISCLAIMERS WILL NOT LIMIT CUSTOMER'S ABILITY TO SEEK ANY APPLICABLE SLA REMEDIES.

9. Limitation on Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1. CONSEQUENTIAL DAMAGES: NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, CONSEQUENTIAL DAMAGES, ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

9.2. Claims Related to Services. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the SLA, if any, or applicable Service Appendix or Service Exhibit for the affected Service. The exclusive SLA remedies will not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc.

9.3. Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or tangible personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages. Proven direct damages for tangible personal property will not exceed the fair market replacement value of the affected property (excluding data, software and firmware).

9.4. OTHER DIRECT DAMAGES: EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 BELOW, EACH PARTY'S MAXIMUM LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE THE TOTAL MRCS, NRCS, AND USAGE CHARGES PAID BY CUSTOMER TO CYXTERA UNDER

THE AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION ("DAMAGE CAP").

10. Indemnification. Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death that is alleged to have been caused by the negligence or willful misconduct of the indemnifying party. The personal injury or death indemnification obligation described in this section is not subject to the Damage Cap. Customer will also defend and indemnify Cyxtera, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or violation of the Use of Service provision.

11. Intellectual Property Infringement. Cyxtera will, at its own expense, defend Customer against any claim, demand or suit made or brought against Customer by a third party alleging that any use of a Cyxtera Service as allowed under this Agreement infringes or misappropriates the valid patent rights of a third party issued or in effect on the Effective Date in the country in which Cyxtera provides the relevant Service, and Cyxtera will pay any costs of settlement or any damages finally awarded against Customer. Cyxtera will not have any obligation under this Section if a claim arises from: (a) the combination, use or operation of any Services with any third party service or product, (b) any modification of the Services made by any party other than Cyxtera, (c) use by Customer other than the then current unaltered release of any software used in the Services, (d) use or operation by Customer or its agents or contractors of the Service other than in accordance with this Agreement and all instructions and documentation provided by Cyxtera, (e) services for which Customer controlled the design of such services or (f) Customer-supplied content, data, or other information. Cyxtera's obligations are expressly conditioned upon the following: (g) that Customer will promptly notify Cyxtera in writing of any allegation or notice of alleged infringement; (h) that Cyxtera will have sole control of the defense or settlement; and (i) that Customer will cooperate with Cyxtera in a reasonable way to facilitate the settlement





or defense. If any Cyxtera Service becomes, or in Cyxtera's opinion is likely to become, the subject of a claim of infringement, Cyxtera will, at its option: (j) procure for Customer the right to continue using the applicable Service; (k) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (l) if (j) or (k) are not reasonably achievable by Cyxtera, terminate provision of the affected Service. Any third party system, equipment or software provided under this Agreement are provided without any obligation of Cyxtera to defend for any infringement or misappropriation. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any Services provided under this Agreement.

12. Confidentiality.

12.1. Neither party will, without the prior written consent of the other party: (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. Cyxtera's consent may only be given by its Legal Department. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the provisions identified in Section 5 above.

12.2. Each party will use reasonable efforts to protect the other party's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own Confidential Information. 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 agrees to limit disclosure and access to Confidential Information to those of its employees, contractors, attorneys or other representatives who reasonably require such access in order to accomplish the purposes of this Agreement and who are subject to confidentiality obligations at least as restrictive as those contained

herein.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Florida, without regard to its principles for resolving conflicts of law. Any legal proceeding relating to the Agreement must be brought exclusively in a U.S. District Court or in a state court of competent jurisdiction, in Miami-Dade County, Florida. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

14. Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to an event beyond a party's reasonable control ("Force Majeure Event"). If a Force Majeure Event prevents the provision of Service for a period of thirty (30) days, either party may terminate the affected Service by providing thirty (30) days written notice to the other party.

15. Notices. All notices required to be given hereunder shall be in writing and deemed given if sent to the addressee specified below either (a) by registered or certified mail, return receipt requested, postage prepaid, three (3) days after such mailing; or (b) by national or international overnight courier service, the next business day. Other routine operational notices (e.g., Cyxtera notice reminder of non-payment and suspension notices for Customer's violation of Section 6) may be sent via facsimile or email and these will be deemed given on the day such notice is delivered. Cyxtera will not credit charges where Customer fails to comply with such terms when disconnecting, terminating or not renewing Services purchased under the Agreement.





Company Name: Leidos

MSA: MSA1520049

To Cyxtera:

For Legal notices:

Cyxtera Communications, LLC
c/o Cyxtera Technologies, Inc.
2333 Ponce De Leon Boulevard
Suite 900
Coral Gables, FL 33134
USA
Attn: Legal Department
Email: legal@cyxtera.com

AND

For Customer's Service disconnect, termination or non-renewal notices:

Cyxtera Communications, LLC
c/o Cyxtera Technologies, Inc.
1 Solutions Parkway
Town & Country, MO 63017
Attn: All Disconnects

To Customer:

Leidos:
c/o Tangoe Inc
Parsippany, New Jersey
United States
07054
Attn: Leidos, Inc.

16. Maintenance. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

17. Waiver. Except as otherwise expressly set forth in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement shall be construed as a waiver of any of its rights hereunder. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement.

18. Miscellaneous. All provisions in the Agreement which by their nature are intended to survive expiration or termination shall so survive. If any term of the

Agreement is held unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect. The Agreement is intended solely for Cyxtera and Customer and does not provide any third party with any right or benefit. Neither party may assign this Agreement or any portion hereof without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement or a portion thereof: (i) in the event of a merger in which the party is not the surviving entity; (ii) in the event of a sale of all or substantially all of its assets; or (iii) to any Affiliate of such party; except that Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Cyxtera, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: the Service Schedule, the Service Exhibit, the Agreement, any Service Guide, the SLA, the Service Order(s) and SOW(s). Except as otherwise set forth herein, all amendments to the Agreement shall be in writing and signed by the parties' authorized representatives. This MSA together with all applicable Service Attachments constitutes the entire agreement of the parties with respect to the Services and supersedes any other prior or contemporaneous agreement or understandings, whether oral or written, related to the subject matter hereof. All handwritten or typed modifications to the Agreement which are not mutually agreed to in writing are null and void.

19. Marketing and Publicity. Neither party will use the name or marks of the other party of any of its Affiliates for any purpose without the other party's prior written consent. Cyxtera's consent may only be given by its Legal Department.

20. Definitions.

"Government-permitted Charges" means any additional fees, charges or surcharges assessed by Cyxtera to recover amounts that Cyxtera is required or permitted





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by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. These charges may include federal and state charges for universal service support, telephone relay service, occupational levies and environmental assessments, energy or power consumption levies or charges, regulatory administration and similar pass-through fees, and other similar surcharges and levies or any other regulatory fees and charges.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"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 Cyxtera 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).

"Confidential Information" means any non-public business plans, analyses, forecasts, predictions or projections, technical information, business models, pricing strategies, marketing ideas, sales projections, financing plans, valuations, capitalization, budgets and other financial information of either party, that is disclosed by one party to the other party either in the formation or implementation of the Agreement. Confidential Information includes the terms and pricing of the Agreement.

"Customer Data" means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of Cyxtera Services. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Agreement.

"End Users" means Customer's members, end users or any other third parties who use or access the Services or access Cyxtera's network or data centers via the Services.

"Service" means the service provided by the applicable Cyxtera Affiliate and/or its licensors and contractors as set forth on the Service Order or SOW.

"Service Appendix" means those additional terms pursuant to which a specific Cyxtera Affiliate may provide and Customer may purchase the Services described therein.

"Service Exhibit" means those service descriptions providing additional terms pursuant to which Cyxtera may provide and Customer may purchase the Services described therein.

"Service Guide" (or "SG") means the product-specific Service guides, customer information guides and handbooks which can be found at <http://www.Cyxtera.com/technology/service-guides>, which Cyxtera may modify from time to time, effective upon posting on the website.

"Service Order" means a service order request submitted on a form issued by Cyxtera and signed by Customer that includes the type and details of the specific Services ordered by Customer.

"Service Schedule" means those service descriptions providing additional terms pursuant to which Cyxtera may provide and Customer may purchase the Services described therein.

"SLA Attachment" means the attachment that sets forth the SLA applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. Cyxtera may modify SLAs during a renewal term upon sixty (60) days notice.

"Taxes" means any foreign, federal, state, and local excise, gross receipts, sales, use, value added, privilege, franchise tax or other governmental charge (other than on net income), whether imposed directly upon Cyxtera or Customer, now or in the future, attributable to or measured by the sale price, transaction amount and/or services purchased, whether invoiced as a direct charge or as a surcharge.

The parties have read and agree to the terms of this MSA and any applicable Service Attachments, all of which are made a part of the Agreement.





Company Name: Leidos
MSA: MSA1520049

Cyxtera Communications, LLC

Mitchell Fonseca
ACA9ABFC51B943B...

Name: Mitchell Fonseca
Title: VP - Product
Date: 6/8/2018

Leidos

Eric Binnie

Name: Eric Binnie
Title: SCA, Indirect Services
Date: 06/08/2018





CYXTERA SERVICE SCHEDULE

1. Services/Rates. This Service Schedule ("Service Schedule") sets forth the terms generally applicable across all of the services provided hereunder ("Services"), as well as terms applicable only to specific Services as noted herein. Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or Statement of Work ("SOW").

2. Term. Services have a minimum term which begins on the Billing Commencement Date ("BCD") and continues for the period set forth in the relevant Service Order or SOW (the "Initial Term"), at the conclusion of which, the Service will automatically renew for successive periods equal to twelve (12) months, unless terminated by either party in writing at least sixty (60) days prior to the expiration of the then-current Service Term. The Initial Term and any renewal terms are collectively referred to as the "Service Term".

3. Separate Billing. Notwithstanding anything to the contrary in the Agreement, if Cyxtera partially installs or activates a Service, Cyxtera reserves the right to commence billing for such Service on a pro rata basis. Notwithstanding anything to the contrary in the Agreement, if a Service installation is delayed, incomplete or is not usable by Customer through no fault of Cyxtera or its agents, Cyxtera will have the right to commence billing as installed and per the BCD.

4. Billing Commencement Date (BCD). The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date Cyxtera notifies Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two (2) points or an individual data center installation on a multi-data center project) is complete. For Professional Services in a SOW, the BCD shall be the date Cyxtera begins performing the Services or as specified in the SOW. Customer shall have three (3) business days after such use or notification to notify Cyxtera of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the

deficiency in Service to the reasonable satisfaction of Cyxtera. The Service shall be deemed accepted unless Customer provides Cyxtera with notice to the contrary during the Acceptance Period. Upon timely notice to Cyxtera of a deficiency, (i) Cyxtera will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and (ii) Cyxtera will delay billing until accepted in accordance with this provision.

5. Intellectual Property. Nothing in the Agreement or the performance thereof shall 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. Cyxtera's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

6. Equipment. If the Service includes access to or the use of equipment or software provided by Cyxtera or its licensors ("Cyxtera Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the Cyxtera Equipment; (b) will keep the Cyxtera Equipment free and clear from all liens, claims and encumbrances; (c) shall protect and use all Cyxtera Equipment in accordance with the Agreement; and (d) cooperate with Cyxtera to allow installation, maintenance and, upon termination, removal of the Cyxtera Equipment. Unless otherwise set forth in the applicable SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by Cyxtera ("Customer Equipment") including any related applications, systems, or software.





Company Name: Leidos
MSA: MSA1520049
Schedule: SCHED1520049-001

SERVICE TYPE #1: COLOCATION SERVICES

The services covered by this Colocation Service Schedule are space, power, Gold Support/remote hands, structured cabling, and cross connects services provided by Cyxtera to Customer from time to time (collectively, "Colocation Services" or "Services"). Connectivity services (e.g. HAN Internet Bandwidth and HAN Internet Access) are not covered under this Schedule and require separate paperwork and a separate Service Order. Notwithstanding anything to the contrary, Cyxtera may increase the rates associated with existing Colocation Service at any time after twelve (12) months of the BCD for such Service in order to pass through increases in such Service's underlying power facility costs and annual escalators such increase shall be effective upon the date set forth in Cyxtera's written notice thereof to Customer.

Customer or Customer's employees, agents, contractors, or End Users who access any Cyxtera data center or other Cyxtera facility (a "Cyxtera Premises") on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all data center operating policies (including the "Cyxtera Customer Guide and Handbook" ("Customer Guide")), a current copy of which is located on www.savvisstation.com and which Cyxtera may change from time to time without notice. If Cyxtera reasonably believes that Customer is not complying with this Section, Cyxtera will notify Customer thereof and Customer shall remedy such non-compliance within five (5) days of receiving such notice. Cyxtera may immediately suspend the Services upon notice to Customer for Customer's material non-compliance with this Section if Cyxtera reasonably believes such material non-compliance to be an imminent threat of either (i) materially interfering with or harming the Cyxtera infrastructure; any third parties' infrastructure and/or the Services; and/or (ii) harm or damage to Cyxtera, Customer or third party personnel or equipment. In all other cases, Cyxtera will notify Customer of non-compliance and Customer shall remedy such non-compliance within five (5) days of receiving such notice. If Customer fails to remedy such non-compliance within such period or begin implementation of a reasonable and mutually agreed plan to cure such non-compliance then, notwithstanding any other rights in the Agreement,

Cyxtera may immediately (i) suspend the Service and/or restrict Customer's access to the Cyxtera Premises for so long as deemed reasonably necessary by Cyxtera or (ii) terminate the affected Service if such non-compliance is recurring.

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 either an A.M. Best's rating of A-VII or better or a Standard and Poor's rating of BBB or higher and authorized to do business in each state or country where data center is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. Customer's agents, contractors, or End Users who access any Cyxtera data center on Customer's behalf will be required to maintain proper insurance applicable to the type and scope of the services performed for Customer. It is expressly understood that Customer is ultimately responsible for its agents, contractors, or End Users, including without limitation, ensuring that the appropriate insurance is maintained.

(a) Workers' Compensation insurance or similar social insurance or government scheme in accordance with applicable laws in each state or country where the data center is located, including Employer's Liability insurance with limits not less than \$1,000,000 USD, or equivalent local currency, each accident.

(b) Commercial General/Public Liability with limits not less than \$2,000,000 USD, or equivalent local currency, per occurrence and \$4,000,000 USD, or equivalent local currency, aggregate covering personal injury, bodily injury, death, property damage, products/completed operations, and contractual liability.

(c) Commercial Automobile Liability with limits not less than \$1,000,000 USD, or equivalent local currency, combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement.

(d) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the Customer's personal property located in the data center.

Cyxtera, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds or





Company Name: Leidos
MSA: MSA1520049
Schedule: SCHED1520049-001

an indemnity to principal on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by Cyxtera, subject to the Indemnification provisions of this Agreement. Prior to commencement of Services under this Service Schedule or Service Exhibit, Customer will make available to Cyxtera evidence of the insurance required herein.

Subject to the rest of this Section, Cyxtera may enter the space within a Cyxtera Premises specifically identified as available to Customer for the placement and operation of the Customer Equipment ("Customer Area") and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer Equipment needs to be moved to another area within the same Cyxtera Premises or to another Cyxtera Premises due to either Customer's requirements for additional space or Cyxtera's reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. Cyxtera may temporarily store Customer Equipment pending its installation at a Cyxtera Premises ("Equipment Storage"). If Equipment Storage continues for more than thirty (30) days, Cyxtera may return, at Customer's expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer Equipment presents any material risk of harm to Cyxtera, its employees, agents, contractors, or customers, or the Cyxtera Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, Cyxtera may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal injury or property damage at a Cyxtera Premise.

Customer property ("Customer Materials") from the Cyxtera Premises; and (b) return the Customer Area to Cyxtera in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, Cyxtera may remove any Customer Materials (without liability) and either: (a) store it at Customer's expense until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record at the customer's expense.

This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the Cyxtera Premises and any Cyxtera Equipment in accordance with the Agreement and agrees that this Schedule, to the extent it involves the use of space leased by Cyxtera, shall be subordinate to any lease between Cyxtera and its landlord(s). Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease by Cyxtera with respect to any Customer Equipment or property located in the Cyxtera Premises demised to Cyxtera by such landlord(s). If the Cyxtera Premises becomes the subject of a taking by eminent domain by any authority having such power, Cyxtera shall have the right to terminate any or all of the affected Services without liability; provided, however, that Cyxtera will use commercially reasonable efforts to move Customer to another, comparable Cyxtera Premises prior to exercising such termination right. Cyxtera shall have the right to terminate any or all of the Services without liability of any kind upon the expiration of or termination of Cyxtera's underlying lease for the Cyxtera Premises. The parties agree that any renewal of the Services shall be contingent on the election by Cyxtera, in its sole discretion, to continue to own or lease the Cyxtera Premises.

Customer will upon termination of a Service: (a) remove all Customer Equipment and any other

The undersigned parties have read and agree to the terms set forth in this Service Schedule and the applicable SGs and SLA Attachments.





Company Name: Leidos
MSA: MSA1520049
Schedule: SCHED1520049-001

Cyxtera Communications, LLC

DocuSigned by:
Mitchell Fonseca
ACA9ABFC51B943B...

Name: Mitchell Fonseca
Title: VP - Product
Date: 6/8/2018

Leidos

Eric L. Binnie

Name: Eric Binnie
Title: SCA, Indirect Services
Date: 06/08/2018





To avoid processing delays, a completed cover sheet must be included with the Service Order Form (SOF). Please submit request for countersignature & Pramata directly to your assigned 2nd signer for Hosting AC or csalescontracts3@centurylink.com, or via fax to (303) 391-1720. You can also e-mail csalescontracts3@centurylink.com for additional submission questions.

Account Team Information:

CTL Sales Rep Name:	Daniel Sullivan
CTL Sales Rep ID:	B8GZ
CTL Sales Rep Email:	Daniel.sullivan@centurylink.com
SE/PE Name:	Brian Davison
SE/PE Email:	Brian.Davison@centurylink.com
CTL Tech Solution Rep Name	William Franz

CenturyLink Channel Alliance Business Partner- CCA (if applicable):

Partner Name:	Core Business Services LLC
Partner Sales ID:	B76I
Email:	newsom.jerry@gmail.com
Phone:	505-263-3260
CIE Number (if applicable):	CIE-150022

Sales Order Information:

Order Type	Install
CTL Sales Opportunity ID	52676586
CTL Credit Approval ID	8548973
CTL Account Name	Santa Fe County - NM
Big Machines Quote ID	491169
Existing Customer	No
CenturyLink Latis ID	87209589

Cross Connect Info (if applicable)

Name of the carrier customer is using (e.g. CenturyLink, Verizon, AT&T, etc):			
Site A Location:	Data Center Facility: Choose an item. Other:	CLLI:	
LOA/CFA Requested: Choose an item.			
Site Z Location:	Site Z Contact Name:	Phone:	CLLI:
Customer Contact(s):	Phone:	Fax:	Email:
SDP (for QPA orders):			

Additional Comments

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Company Name: SANTA FE COUNTY - NM

Quote #: 491169

Quote Expiration Date: 8/9/2015

CenturyLink Agreement

Service Order

Company Name: SANTA FE COUNTY - NM Billing Site Name: SANTA FE COUNTY - NM Billing Account Number: New Currency: USD Primary Contact: Name: Dale Lucero Email: dlucero@santafecounty.org Phone: (505) 995-9535	Billing Address: Street: 102 Grant Ave City, State, Zip: Santa Fe, NM 87501 Billing Contact: Name: Dale Lucero Email: dlucero@santafecounty.org Phone: (505) 995-9535
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CenturyLink Contact Details	Name	Phone	Email
Sales Representative	Daniel Sullivan		daniel.sullivan@centurylink.com
Solutions Engineer	Brian Davison	5059240396	brian.davison@centurylink.com

Quote Summary

Quote Description (for informational purposes only)
Santa Fe County NM - Colo, AB3
Initial Service Term
60

60 Months		
Totals	Monthly Recurring Charges	Non-Recurring Charges
New Totals	1,378.80	2,084.50
Existing Totals	0.00	0.00
Delta Totals	1,378.80	2,084.50



Service Details - 60 Months							
Request Type	Qty	Product Family	Product Configuration	Monthly Recurring Charges			Non-Recurring Charges
				New	Existing	Delta	Non-Recurring
Add	1	Colocation	Colocation Space 2.0 Data Center: ZZAB3 Quantity: 1 Location: Raised Floor Space Type: Secure Cabinet - 2kW	513.60	0.00	513.60	764.50
Add		Colocation	Colocation Patch Panel 2.0 Data Center: ZZAB3 Quantity: 1 Patch Panel Type: 6-Port Copper Patch Panel	0.00	0.00	0.00	0.00
Add		Colocation	Colocation Power Distribution 2.0 Data Center: ZZAB3 Quantity: 1 Power Configuration: Primary/Redundant Pair Power Circuit: 20A/120V-Single Phase-L5	115.20	0.00	115.20	550.00
Add		Colocation	Colocation Power Strip 2.0 Data Center: ZZAB3 Quantity: 2 Power Strip Type: L5-20 Vertical Mount Power Strip with Display	0.00	0.00	0.00	395.00
Group Totals				628.80	0.00	628.80	1,709.50
Add	1	Colocation	Gold Support 1.0 Hours: 2.0 Type: Monthly	0.00	0.00	0.00	0.00
Add	3	Colocation	Customer Access Extension 1.0 Data Center: ZZAB3 Cross Connect Type: Telco without Private Entrance Media Type: Singlemode Fiber CPE Rackspace (RUs): No CPE Rackspace (RUs) Qty: 0	750.00	0.00	750.00	375.00
Group Totals				750.00	0.00	750.00	375.00

Usage Per Unit	Tier	Usage Rate
1. Gold Support 1.0 Hours	-	200.0

Customer Acceptance

- Upon Customer's signature on this quote (hereinafter, a "Service Order"), Customer hereby orders the services identified above ("Services"). By signing this Service Order, Customer hereby agrees that the Services will be provided in accordance with the governing service agreement between Customer and CenturyLink, including the Service Exhibit ("SE"), and any other documents incorporated therein, (collectively, the "Agreement" or "MSA"). As used herein, the SE includes any applicable Service Schedules, Service Guides ("SGs"), and service level agreements ("SLAs") attached and/or incorporated thereto. In the event of any conflict of terms between the underlying service Agreement and the SE, the SE will govern.

If there is no SE in place between the parties, this Service Order will be subject to and governed by all terms of the standard SE as posted at <http://www.centurylinktechnology.com/legal-guides>, which shall be incorporated herein and made a part hereof.



Company Name: SANTA FE COUNTY - NM

Quote #: 491169

Quote Expiration Date: 8/9/2015

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

Terms and Conditions

1. The Customer Access Extension (i.e. cross connect) ordered herein provides connectivity to an existing CenturyLink service and shall be subject to all terms and conditions governing the existing Services, including a connectivity related SLA, if applicable.
2. The maximum Committed Electrical Capacity (CEC) that Customer is entitled to in each contiguous Customer Area is specified in the table below. For the purposes of the Service Order, the CEC equals the TOTAL purchased number of allocated kilowatts in the Customer Area. Customer acknowledges and agrees that CenturyLink may refuse any request for power that would cause the CEC in the Customer Area to exceed the Maximum CEC identified below.

The Maximum CEC (kilowatts) specified in the table below supersedes all previous Service Order CEC's for the same contiguous space.

Data Center	Maximum CEC
AB3 New SC	2kW

Additional Terms

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



Company Name: SANTA FE COUNTY - NM

Quote #: 491169

Quote Expiration Date: 8/9/2015

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

CenturyLink Communications, LLC

SANTA FE COUNTY - NM

DocuSigned by:

69A6FA43A291406...

Name: Mark Hallamore

Title: Sales Manager

Date: 7/2/2015

Name: Katherine Miller

Title: County manager

Date: 6-26-15

Approved as to form


Santa Fe County Attorney

By:

Date: 6/25/15

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and Santa Fe County ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **April 15, 2015** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

SANTA FE COUNTY


 Authorized Signature

 Name Typed or Printed
 Katherine Miller

 Title
 Santa Fe County Manager

 Date

4-20-15

CENTURYLINK COMMUNICATIONS, LLC


 Authorized Signature

 Name Typed or Printed
 Offer Management

 Title
 4/29/2015

 Date

Customer's address for notices:

Customer's facsimile number (if applicable):

Person designated for notices:

1. **Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

- **Domestic CenturyLink Q Networking Service Exhibit**
- **Local Access Service Exhibit**
- **Offer Attachment for CenturyLink IQ Networking Data Center Connectivity Offer**
- **CenturyLink IQ Delta Port Offer Attachment**
- **CenturyLink TS Service Exhibit**
- **CenturyLinkSelect Advantage Service Exhibit**
- **Rental CPE Service Exhibit**

2. **Term.** Customer selects the following "Initial Term" of the Agreement: sixty (60) months or five (5) years ("Initial Term"), 600055 code (QLAGESZ). The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew on a month to month basis ("Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. Following the expiration of the Initial Term, Customer will continue to receive the same rates for 90 days and then CenturyLink may discontinue the application of all discounts and/or change the Net Rates for Services to month to month or standard rates at any time after the initial 90 days following the expiration of the Initial Term. Notwithstanding anything to the contrary, CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section. In no event shall the total compensation paid to CenturyLink by the Customer for the 5-year term of this Agreement exceed two hundred twenty-five thousand dollars (\$225,000), exclusive of New Mexico GRT.

4. **Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not

N99057 (QLAGESZ)

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

5. Confidentiality. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (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 of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. 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. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

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.

7. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

9. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

9.2 Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

9.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

9.4 Other Direct Damages. For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

10. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11. Termination.

11.1 Service. Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is

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terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

11.2 Agreement. Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the Initial Term, or at least 30 days prior to the expiration of the Renewal Term, or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Initial Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated. Standard Cancellation Charges for individual Services will still apply if the Agreement is terminated during a Renewal Term.

11.3 Unpaid Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

12. Appropriations and Authorizations. This Agreement is contingent upon sufficient appropriations and authorizations being made for the performance of this Agreement by the Board of County Commissioners of Santa Fe County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this CenturyLink Agreement shall terminate upon written notice by the Customer to CenturyLink. Such termination shall be without penalty to the Customer, however, upon termination, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination. The Customer is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, and encumbered and approved for expenditure by the Customer. The Customer Santa Fe County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this CenturyLink Agreement shall be final and not subject to challenge by CenturyLink in any way or forum, including a lawsuit.

13. Miscellaneous.

13.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

13.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

13.3 Independent Contractor. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

13.4 ARRA. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

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

13.6 Installation, Maintenance and Repair

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(c) 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

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not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.7 Governing Law; Dispute Resolution.

(a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

(b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, In the First Judicial District, Santa Fe, New Mexico.

(c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

(e) **New Mexico Tort Claims Act.** No provision of this CenturyLink® Loyal Advantage® Agreement or Domestic iQ Networking Service Exhibit, Local Access Service Exhibit, iQ Networking Data Center Connectivity Offer, iQ Delta Port Offer Attachment, TS Service Exhibit and Select Advantage Service Exhibit modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

13.8 No Resale; Security. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

13.9 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

13.10 Amendments; Changes. The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

13.11 Websites. References to websites in the Agreement include any successor websites designated by CenturyLink.

13.12 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

13.13 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.14 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all

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referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"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.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"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.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Initial Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"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.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"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>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**

1. **General.** CenturyLink QCC will provide Domestic CenturyLink IQ® Networking Service ("Service") under the terms of the Agreement and this Service Exhibit.

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. Service includes ports ("Ports"), features, and network management capabilities. The rate of data transmission and features vary based on the type of Port ordered. Service does not include local access or customer premises equipment ("CPE"), which may be separately purchased from CenturyLink.

2.2 **Ports.** CenturyLink offers Service in a variety of speeds and in the following three 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) **Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.

2.3 **Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature for all Ports. The feature, available as Select Management or Comprehensive Management, provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port with CenturyLink's prior approval. The NMS management types are set forth in more detail below:

(a) **Select Management.** Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink. Select Management also includes complete 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.

(b) **Comprehensive Management.** 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, 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.

(c) **Monitor and Notification.** Monitor and Notification is an optional NMS feature that can be used for Customer owned devices that do not support SNMP and are not connected to any CenturyLink IQ Networking Ports. CenturyLink will monitor the Customer devices 24x7x365 for up/down status and notify Customer of faults. Customer is responsible for any trouble shooting and repair of Customer owned devices. This feature does not include any of the Select Management or Comprehensive Management features.

(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

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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.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included with Private Ports and the Private Port functionality of Enhanced 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.

2.5 Multicast. Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced 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 Secure IP Gateway. Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

2.7 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private 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.

2.8 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced 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.

2.9 Backbone Prioritization. Backbone Prioritization is an optional feature available with individual domestic Private Ports. When this feature is configured on a Private Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports without the feature or Internet Ports. If Customer desires Backbone

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Prioritization for traffic between two or more Private Ports, the feature must be ordered for each Private Port. The benefit from Backbone Prioritization is realized during periods of high network congestion. Backbone Prioritization 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 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 the attached pricing attachment or offer attachment. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service 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 or offer attachment 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.

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 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 NMS feature, if applicable) begins on the Start of Service Date for that Port and continues for five years ("Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated NMS) will have its own Start of Service Date. Upon expiration of a Service Term, Service (and associated NMS) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

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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 or NMS is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its initial Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term (or Upgrade Service Term), if any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term (or Upgrade Service Term) beyond the first 12 months, plus (c) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

5.3 Waiver of Cancellation Charges.

(a) Upgrades. CenturyLink will waive the Cancellation Charges if Customer: (i) upgrades the Port to a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology. All upgraded Ports must have a 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.

(b) Migration to Other CenturyLink Services. CenturyLink will waive the Cancellation Charges if Customer migrates the Port to new Analog VoIP Service or Data Bundle Solutions (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.

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. Service is subject to the CenturyLink IQ Networking service level agreement ("SLA"), and the NMS feature is subject to the NMS SLA each located at <http://www.centurylink.com/legal/>, which are 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.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**

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

*CenturyLink will provide Select Management with domestic CenturyLink IQ Networking Service unless Customer elects to opt out.

(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) Secure IP Gateway.

Description	NRC
Secure IP Gateway Activation Fee	\$200.00 per each Enhanced Port

(b) VPN Extensions.

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

(c) 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.

Refer to the pricing outlined in the IQ Networking Data Center Connectivity Offer

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
DOMESTIC CENTURYLINK iQ NETWORKING SERVICE EXHIBIT**

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

Santa Fe County ("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.

SANTA FE COUNTY

Customer Company Name

Katherine Miller

Authorized Signature of Customer

Katherine Miller

Print or Type Name

County Manager

Title

4.22.15

Date

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

1. **General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. **Service Description and Availability.**

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond 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 is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(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 Leased 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. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

(e) **IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. IP Connection is available only for the provision of (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. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

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 Leased Access.

(a) **On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. 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.

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 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 Internet or 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 Savvis data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Savvis Access") under an executed Savvis Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Savvis 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. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date 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 Start of Service Date 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. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

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LOCAL ACCESS SERVICE EXHIBIT**

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 Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

(b) Extended Wiring. "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

(c) Construction. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate 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.

(d) 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 Leased 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.

(e) 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.

5. Term; Cancellation.

5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Savvis Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT**

(c) Moves. When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. 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. Grooming. If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states 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.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT
PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

2. Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the correct NPA/NXX or CLLI or Service Address. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a specific local access provider or route may be subject to different pricing.

Refer to the pricing outlined in the iQ Networking Data Center Connectivity Offer

3. Prior to ordering additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address, Customer and CenturyLink must execute a separate amendment to this Agreement.

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
OFFER ATTACHMENT FOR CENTURYLINK IQ NETWORKING DATA CENTER CONNECTIVITY OFFER

This Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, and the CenturyLink® Total Advantage™ or CenturyLink® Loyal Advantage® Agreement ("Agreement") between Customer and CenturyLink. All capitalized terms used in this Attachment that are not defined herein will have the definition as set forth in the Agreement or Service Exhibit.

1. Definitions.

"Eligible Data Center" means a data center location which has been qualified by CenturyLink as eligible to receive the offer pricing specified below. Only the service address(es) specified below are considered Eligible Data Centers.

"Eligible On-Net Circuit" means a Local Access circuit that uses a 1 Gigabit, a 2.5 Gigabit, or a 10 Gigabit handoff to connect the Eligible Data Center to CenturyLink's network.

"Eligible Port" means a CenturyLink IQ Networking Internet or Private Port of either 1 Gbps or 10 Gbps capacity that uses the Precise Burstable billing methodology and provides IP connectivity to Customer's equipment located within the Eligible Data Center location(s) specified below.

2. Scope. The purpose of this Attachment is to provide offer pricing for Eligible Ports and Eligible On-Net Circuits. Unless approved by CenturyLink, offer pricing for CenturyLink IQ Networking Service and Local Access Service is exclusive of, and may not be combined with any other offers, promotions, or discounts and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits.

3. Eligibility and Restrictions. The minimum service term ("Service Term") for each Eligible Port and Eligible On-Net Circuit may be 12, 24 or 36 months. Customer must order the Eligible Port and related Eligible On-Net Circuit at the same time and for the same Service Term. The offer pricing set forth below is available to Customers that are: (a) purchasing a new Eligible Port and a new Eligible On-Net Circuit; or (b) restarting the same length Service Term of an existing Eligible Port and related Eligible On-Net Circuit which have no more than 25% of the months remaining in their Service Term. For example, an existing Service Term of 36 months could have no more than nine months remaining to be considered eligible and a new 36 month Service Term would be required. Eligible Ports and Eligible On-Net Circuits are subject to availability and their specific location and availability must be qualified and approved by CenturyLink at CenturyLink's sole discretion. If an Eligible Port or Eligible On-Net Circuit is canceled before its Service Term is completed, then Customer must pay CenturyLink a Cancellation Charge equal to the Eligible Port's offer pricing MRC shown below multiplied by the number of months remaining in the Service Term. After the completion of the applicable Service Term for each Eligible Port and Eligible On-Net Circuit: (c) the term will continue on a month-to-month basis until canceled by either party with 60 days' notice and (d) offer pricing will continue to apply, however CenturyLink reserves the right to modify rates or discontinue offer pricing with 60 days' notice. In order to receive the offer pricing shown below, Customer's Agreement must include all of the applicable Service Exhibits and Customer must sign and return this Attachment, and order Service before December 31, 2014.

4. Offer Pricing. The following CenturyLink IQ Networking Eligible Port offer pricing MRCs shown below will be used to calculate Contributory Charges. Any Eligible Ports not shown below must be incorporated via an amendment. Offer pricing does not apply to any service addresses that are not specified as Eligible Data Centers. The Service Term for existing Eligible Ports and related Eligible On-Net Circuits will restart on the Attachment Effective Date.

4.1 Eligible Data Center locations. The following location(s) have been qualified as Eligible Data Centers. The parties may sign another offer attachment which specifies additional Eligible Data Center locations.

Eligible Data Center Service Address (including Suite or Floor, if applicable)
400 Tijeras Avenue, NW, Floor 3, Albuquerque, NM 87102

4.2 Precise Burstable Net Rate Pricing.

Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Internet Port	36 Month Service Term MRC per Mbps* (promo code QDC2IGEPB3)	NRC per Port**
0.000 – 100 Mbps	\$6.46	\$4,000
100.001 – 150 Mbps	\$6.46	\$4,000
150.001 - 200 Mbps	\$6.46	\$4,000
200.001 - 250 Mbps	\$5.67	\$4,000
250.001 - 300 Mbps	\$5.67	\$4,000
300.001 - 350 Mbps	\$4.97	\$4,000
350.001 - 400 Mbps	\$4.97	\$4,000
400.001 - 500 Mbps	\$4.32	\$4,000
500.001 - 600 Mbps	\$3.90	\$4,000
600.001 – 700 Mbps	\$3.22	\$4,000
700.001 – 800 Mbps	\$3.22	\$4,000
800.001 – 900 Mbps	\$3.22	\$4,000

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OFFER ATTACHMENT FOR CENTURYLINK IQ NETWORKING DATA CENTER CONNECTIVITY OFFER**

900.001 – 1000 Mbps	\$3.22	\$4,000
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*Includes On-Net Local Access service. Special Construction and Local Access ancillary fees not included.
** CenturyLink will waive 100% of the installation NRC.

Precise Burstable Gigabit Ethernet (1000 Mbps) Precise Burstable Minimum = 100 Mbps Private Port	36 Month Service Term MRC per Mbps* (promo code QDC2PGEPB3)	NRC per Port**
0.000 – 100 Mbps	\$7.41	\$4,000
100.001 – 150 Mbps	\$7.41	\$4,000
150.001 - 200 Mbps	\$7.41	\$4,000
200.001 - 250 Mbps	\$6.53	\$4,000
250.001 - 300 Mbps	\$6.53	\$4,000
300.001 - 350 Mbps	\$5.74	\$4,000
350.001 - 400 Mbps	\$5.74	\$4,000
400.001 - 500 Mbps	\$4.96	\$4,000
500.001 - 600 Mbps	\$4.50	\$4,000
600.001 – 700 Mbps	\$3.71	\$4,000
700.001 – 800 Mbps	\$3.71	\$4,000
800.001 – 900 Mbps	\$3.71	\$4,000
900.001 – 1000 Mbps	\$3.71	\$4,000

* Includes On-Net Local Access 1Gbps service. Special Construction and Local Access ancillary fees not included.
** CenturyLink will waive 100% of the installation NRC.

5. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibit(s). This Attachment will be effective as of the date it is signed by CenturyLink ("Attachment Effective Date"). The offer pricing will become effective for existing Eligible Ports as soon as practicable, but in no event later than the second full billing cycle following the Attachment Effective Date. If Customer has an existing Agreement that does not include the CenturyLink IQ Networking or Local Access Service Exhibits, the applicable Service Exhibits are hereby added with this Attachment and by signing this Attachment, Customer understands that the respective Service Exhibit's Effective Date will be the same as the Attachment Effective Date and agrees to and accepts the terms of the Service Exhibit, which are hereby incorporated into the Agreement. If Customer has an existing Agreement that includes the applicable Service Exhibit(s), this Attachment is hereby added to the Agreement. In the event of any conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. All other terms set forth in the Agreement will remain in effect. This Attachment, the CenturyLink IQ Networking Service Exhibit and the Local Access Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof. Electronic signatures on this Attachment will be accepted only in the form and manner prescribed by CenturyLink.

Agreed to and Accepted:

CUSTOMER: SANTA FE COUNTY

Katherine Miller

 Authorized Signature
Katherine Miller

 Name Typed or Printed
County Manager

 Title
4.22.15

 Date

CENTURYLINK COMMUNICATIONS, LLC

DocuSigned by:
Jacob Darfler

05130A3E3D35464
 Authorized Signature
Jacob Darfler

 Name Typed or Printed
 Offer Management

 Title
 4/29/2015

 Date

Promo Code:	DELTADSL
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**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK IQ® DELTA PORT™ OFFER ATTACHMENT**

This Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") offer attachment ("Attachment") is subject in all respects to the Local Access Service Exhibit, the Rental CPE Service Exhibit, the domestic CenturyLink IQ® Networking Service Exhibit ("Service Exhibits"), and the CenturyLink® Total Advantage™ or CenturyLink® Loyal Advantage® 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 Exhibit.

1. Scope. The purpose of this Attachment is to offer bundle pricing ("Offer Pricing") for Customers purchasing a nationwide CenturyLink IQ® Delta Port™ bundle that includes Rental CPE Service, Local Access Service (DSL Local Access only), and CenturyLink IQ Networking VPN Extensions. Unless otherwise stated in this Attachment, Offer Pricing is exclusive of, and may not be combined with, any other offers, promotions, or discounts, and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Attachment are as stated in the Agreement and Service Exhibits.

2. Eligibility and Restrictions. Service is subject to availability and is only available in qualified locations where facilities exist and Customer's locations meet specific network conditions. Availability is determined at CenturyLink's sole discretion. Customer understands and agrees that nationwide CenturyLink IQ Delta Port bundles are not eligible for any CenturyLink service level agreements. Offer Pricing applies to: (a) the DSL Local Access connection speeds shown in the Offer Pricing tables below; (b) the CenturyLink-approved Rental CPE devices shown in the Rental CPE section below; and (c) VPN Extensions. Offer Pricing will apply only if the hardware listed in the Rental CPE section is configured and installed specifically for use with the CenturyLink-provided services contained in this offer. Additional nationwide CenturyLink IQ Delta Port bundles after Customer's initial order(s) may be available at CenturyLink's then-current pricing. Customer must sign and return this Attachment to CenturyLink together with the Local Access Service Exhibit, the Rental CPE Service Exhibit, the domestic CenturyLink IQ Networking Service Exhibit, and order Service during the period from August 14, 2012 to December 31, 2014 ("Offer Period").

3. Term. Customer must have an Agreement Term of at least 24 or 36 months and Customer must agree to use each required Service that is included in the nationwide CenturyLink IQ Delta Port bundle for the minimum number of months associated with the Offer Pricing selected below ("Minimum Term"). Customer must order all the applicable nationwide CenturyLink IQ Delta Port Service elements shown below at the same time. If CenturyLink or Customer cancels any of the Services that comprise a nationwide CenturyLink IQ Delta Port bundle, the entire CenturyLink IQ Delta Port Bundle must be terminated at the same time. Each nationwide CenturyLink IQ Delta Port bundle purchased by Customer will have its own Minimum Term, commencing on the Start of Service Date for that bundle. "Start of Service Date" means the date CenturyLink notifies Customer that the nationwide CenturyLink IQ Delta Port bundle is provisioned and ready for use. If Customer cancels a nationwide CenturyLink IQ Delta Port bundle for any reason other than Cause or if CenturyLink cancels a nationwide CenturyLink IQ Delta Port bundle for Cause before the completion of the nationwide CenturyLink IQ Delta Port bundle's Minimum Term, Customer will pay the following Cancellation Charges for each canceled nationwide CenturyLink IQ Delta Port bundle: the total MRC amount for the canceled bundle multiplied by the number of months remaining in the Minimum Term. At the conclusion of each bundle's Minimum Term, the bundles will continue on a month-to-month basis until canceled by either party with 60 days' notice. CenturyLink may modify or discontinue Offer Pricing for each nationwide CenturyLink IQ Delta Port bundle after the bundle's Minimum Term is completed.

4. Upgrades; Migration to another CenturyLink Service.

4.1 Upgrades. Customer may upgrade to a higher DSL Local Access connection speed at the same physical location if: (a) Customer has had Service under this CenturyLink IQ Delta Port offer for three months or longer; (b) Customer's location qualifies for the higher connection speed; and (c) the upgrade is within the Offer Period or if CenturyLink approves the upgrade. If Customer upgrades to a higher DSL Local Access connection speed, then: (d) CenturyLink will waive the Cancellation Charges associated with the nationwide CenturyLink IQ Delta Port bundle that is canceled; (e) Customer must start a new Minimum Term for the upgraded CenturyLink IQ Delta Port bundle; (f) Customer must pay the applicable MRCs for the upgraded CenturyLink IQ Delta Port bundle; and (g) Customer might be required to pay a speed-change charge at then-current time and material rates.

4.2 Migration to Another Service. CenturyLink will waive a nationwide CenturyLink IQ Delta Port bundle's Cancellation Charges if Customer migrates to standard CenturyLink IQ Networking Service or to a Data Bundle or Managed Data Bundle solution, if available ("Migration"). Customer must execute an amendment and all applicable contractual documents and any Order Forms required to accomplish the Migration. The migrated service will then be governed by its new terms and conditions as amended.

5. Offer Pricing. Nationwide CenturyLink IQ® Delta Port™ bundle pricing tables are located in Addendum A to this Attachment and are incorporated by reference into this Attachment.

6. Services.

6.1 CenturyLink IQ Networking Service. CenturyLink-configured VPN Extensions are required as part of the nationwide CenturyLink IQ Delta Port bundles. VPN Extensions must connect to a CenturyLink IQ Networking Private Port or Enhanced Port. The following CenturyLink IQ Networking Service features are not available in connection with the nationwide CenturyLink IQ Delta Port bundle offer: (a) NMS, (b) End-to-End Performance Reporting, (c) Multicast, and (d) QoS. In addition, some services (ordered separately) that CenturyLink generally offers with standard CenturyLink IQ Networking Service might not be supported with nationwide CenturyLink IQ Delta Port bundles.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK IQ® DELTA PORT™ OFFER ATTACHMENT**

(a) **CenturyLink-Configured VPN Extension.** VPN Extensions are available with layer 3 MPLS Private Ports and Enhanced Ports. CenturyLink will configure the CenturyLink-approved Rental CPE and facilitate the IP Sec tunnel between the CenturyLink-approved Rental CPE and the CenturyLink IPsec device based on information that is submitted to CenturyLink by Customer. CenturyLink will configure up to two IPsec tunnels per Rental CPE device. Customer is responsible for providing accurate information. CenturyLink will provide the Customer with detailed configuration information upon request. CenturyLink will select the provider for IP access and assign a static public IP address. The CenturyLink-approved Rental CPE will be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer will cooperate with CenturyLink in setting the initial configuration for the CenturyLink-approved Rental CPE interface with the VPN Extension Service and comply with CenturyLink's instructions in connection therewith. CenturyLink-Managed and Customer-Managed VPN Extension options are not available as part of a CenturyLink IQ Delta Port bundle. Standard VPN Extension MRCs and NRCs apply. Customer understands and acknowledges that VPN Extensions must be in place before the nationwide CenturyLink IQ Delta Port solution is fully functional. Therefore, Customer must complete the installation of the Rental CPE within five days after delivery of the device. CenturyLink will not delay billing if Customer fails to install the Rental CPE within that timeframe.

6.2 Rental CPE. As part of this offer, CenturyLink will configure the CenturyLink-approved Rental CPE and send it to Customer to install. Customer is responsible for physically connecting the Rental CPE, and CenturyLink will provide remote support. Customer may request up to 10 configuration changes per year. In some cases, CenturyLink may use repackaged Rental CPE, or substitute the CenturyLink-approved Rental CPE shown below with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at centurylinkselectadvantage.com. CenturyLink will provide 8x5 NBD Pro-MET® Remote Standard Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE device if a problem is caused by Customer's acquisition of the password; (b) CenturyLink will no longer provide any CPE configuration assistance; (c) any Customer requests for CPE configuration assistance after obtaining password access will be at CenturyLink's then-current time and material rates; and (d) Customer will not be entitled to any SLA service credits. Customer must promptly return all Rental CPE to CenturyLink upon termination, as specified in the Rental CPE Service Exhibit.

Description	CenturyLink-approved Rental CPE -- All Bandwidths
Rental CPE	Cisco 861W Router

6.3 Local Access Service. Local Access Offer Pricing applies only to the DSL Local Access Service speeds shown in the Pricing Tables in Addendum A ("DSL Local Access Service"). DSL Local Access Service is subject to availability. CenturyLink may discontinue providing DSL Local Access service with 30 days notice. Service speeds are "up to" and are not guaranteed. Customer must not use the DSL Local Access Service for high volume or excessive use or in a way that impacts network resources or CenturyLink's ability to provide services.

(a) **DSL Modem.** "DSL Modem" means a modem(s) that is provided by CenturyLink for use by Customer or Customer's End Users solely in connection with the DSL Local Access Service. The DSL Modem is separate and apart from the CenturyLink-approved Rental CPE (Cradle Point MBR1200B) that is provided under the Rental CPE Service. Customer will not obtain any ownership interests in the DSL Modem. Customer bears entire risk of loss or damage of the DSL Modem after delivery. If the DSL Modem is replaced due to loss or damage (for example, damage from accident, misuse or abuse), Customer will pay the replacement value for the damaged DSL Modem. If Customer requires on-site assistance from CenturyLink to install the replacement DSL Modem, an additional dispatch charge will apply at all times. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. The terms and conditions in this Service Exhibit will continue to apply. Replacement DSL Modem may or may not be the same model. Upon termination, Customer must promptly return the DSL Modem to CenturyLink.

(b) **Installation.** CenturyLink will provide on-site installation for the DSL Modem. CenturyLink may ship the DSL Modem to Customer or the End User before a scheduled installation, or CenturyLink may deliver the DSL Modem at the time of installation. Customer agrees to allow CenturyLink access to Customer's premises at reasonable hours as necessary. If Customer misses a scheduled installation, or tries to cancel a schedule installation with less than one full business day prior notice, Customer will be billed an additional \$150 non-refundable charge for the missed appointment. Installation includes installation of an RJ11 wall jack, installation and configuration of the DSL Modem, testing the End User circuit, and up to 30 minutes of inside wiring from the RJ11 wall jack to the Network Interface Device ("NID") or for tracing or toning across phone closets between the RJ11 wall jack and the NID. Installation does not include End User premises equipment or inside wiring beyond the first 30 minutes. Installation visits are limited to two hours. If more inside wiring is required, Customer is responsible for completing any necessary inside wiring or for contracting a 3rd party to do so. CenturyLink will not delay billing because of incomplete extensive inside wiring. If Customer requests subsequent installation-related visits from CenturyLink, Customer will pay any additional charges associated with the additional work.

(c) **AUP.** All use of the DSL Local Access Service must comply with the AUP, posted at qwest.centurylink.com/legal/ and incorporated by reference into this Attachment. 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 Web site. 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. In addition to the provisions specified in the AUP, CenturyLink may hold Customer liable for CenturyLink's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to Customer or Customer's account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK IQ® DELTA PORT™ OFFER ATTACHMENT**

calculated, Customer agrees to pay CenturyLink liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with Customer or Customer's account. Customer will not, however, be liable for actual or liquidated damages arising from Spam generated from Customer or Customer's account if Customer establishes that the Spam was sent as a result of a virus or worm or other malicious software infection and if Customer has taken reasonable actions to prevent and resolve such infections and stop the Spam.

7 Customer Support. Customer support is provided Monday through Friday, 8:00 to 5:00 Central Time. The Customer support telephone number for nationwide CenturyLink IQ Delta Port service is (877) 886-6515, option 6. Charges may apply for certain maintenance, trouble isolation, and support services, and if a technician is dispatched. CenturyLink technician dispatch to the Customer premises will be charged at current time and material rates.

8. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibit(s). This Attachment will be effective as of the date it is executed by CenturyLink ("Attachment Effective Date"). The Offer Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Attachment Effective Date. If Customer has an existing Agreement that does not include the applicable Service Exhibits, the Service Exhibit(s) are hereby added with this Attachment and by signing this Attachment, Customer understands that the Service Exhibits' Effective Dates will be the same as the Attachment Effective Date and agrees to and accepts the terms of the Service Exhibits, which are hereby incorporated into the Agreement. If Customer has an existing Agreement that includes the Service Exhibits, this Attachment is hereby added to the Agreement. In the event of any conflict between any of the following documents, the order of control is this Attachment, the Service Exhibits, the Agreement, and any CenturyLink-accepted Order Form. All other terms set forth in the Agreement will remain in effect. This Attachment, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the CenturyLink IQ Networking Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof. Using CenturyLink's electronic signature process for the Agreement is acceptable.

Agreed to and Accepted:

CUSTOMER: SANTA FE COUNTY

Katherine Miller

Authorized Signature
Katherine Miller

Name Typed or Printed
County manager

Title
4-20-15

Date

CENTURYLINK COMMUNICATIONS, LLC

Jacob Barker

Authorized Signature
05130A3E3D95464...
Jacob

Name Typed or Printed
Offer Management

Title
4/29/2015

Date

Approved as to form

Santa Fe County Attorney

By: *Robert M. Phillips*

Date: *4-14-15*

Casey Jaramila 4/15/15

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK iQ® DELTA PORT™ OFFER ATTACHMENT**

ADDENDUM A

NATIONWIDE CENTURYLINK IQ DELTA PORT BUNDLE PRICING

1. **Pricing.** Customer will pay the following charges. The CenturyLink IQ Networking VPN Extension and Rental CPE Offer Pricing MRCs will be used to calculate Contributory Charges, if applicable.

1.1 60 Month Service Term.

Term (Months)	Promotion Code	Connection Speed*	Delta Port Bundled MRC**	Delta Port Bundled NRC***	
				DSL Self Install	DSL Onsite Install
60 months	NSP-99057	Up to 7 Mbps	\$135.00	\$250.00	\$550.00

*Uplink speeds will vary depending on Customer location. Customer's location must qualify.

**Bundle MRC includes VPN extension, DSL Local Access, and Rental CPE. Connection to the CenturyLink iQ Networking MPLS network via a VPN Extension (IPsec tunnel) is optional.

*** Optional onsite DSL installation is available for an additional NRC of \$300. An onsite DSL installation request must be included on the initial order.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

1. General; Definitions. CenturyLink will, through its affiliate, Savvis Communications Corporation DBA CenturyLink TS and its affiliates ("CenturyLink TS"), provide CenturyLink TS services under the terms of the Agreement, this Service Exhibit, a Service Order and/or Statement of Work ("SOW"). For clarification, CenturyLink TS shall be used when it is necessary to specify the CenturyLink TS affiliate, and otherwise CenturyLink and its affiliates shall hereinafter be referred to as "CenturyLink". In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: the Service Schedule, this Service Exhibit, the Agreement, any Service Guide, the SLA, the Service Order(s) and SOW(s). Capitalized terms not defined herein are defined in the Agreement.

"BCD" or "Billing Commencement Date" means the date on which CenturyLink begins billing for a Service, as further defined in Billing Section 3.2.

"Service" means the service provided by CenturyLink through its affiliate, including CenturyLink TS or Tier 3 and/or their licensors and contractors as set forth on the Service Order or SOW.

"Service Guide" (or "SG") means the product-specific Service guide that includes technical specifications which can be found at <http://www.centurylink.com/technology/service-guides>, which CenturyLink TS may modify from time to time, effective upon posting on the Web site.

"Service Order" means a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Services ordered by Customer.

"Service Schedule" means those service descriptions providing additional terms pursuant to which CenturyLink will provide and Customer shall purchase the Services described therein. The applicable Service Schedules are included in this Service Exhibit.

"SLA" or "SLA Attachment" means the service level agreement applicable to each individual Service, if any, which provides Customer's sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. CenturyLink may modify SLAs during a renewal term upon 60 days' notice.

2. Term. Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW ("Initial Service Term"), at the conclusion of which the Service will automatically renew for successive periods equal to 12 months, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any renewal terms are collectively referred to as the "Service Term"

3. Rates; Billing.

3.1 Rates. Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or SOW. Notwithstanding any other provision to the contrary and not more than once per calendar year, CenturyLink may increase the charges applicable to any Service provided hereunder in an amount not to exceed the latest annual increase in the Consumer Price Index, specifically, the U.S. Department of Labor, Bureau of Labor Statistics "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average". Such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer. CenturyLink may otherwise increase applicable charges as set forth on a particular Service Order or upon prior written notice during any automatic renewal term.

3.2 Billing. The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date CenturyLink notifies Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two points or an individual data center installation on a multi-data center project) is complete. For Professional Services in a SOW, the BCD shall be the date CenturyLink begins performing the Services or as specified in the SOW. Customer shall have three business days after such use or notification to notify CenturyLink of any deficiency ("Acceptance Period"). Such notice shall include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of CenturyLink. The Service shall be deemed accepted unless Customer provides CenturyLink with notice to the contrary during the Acceptance Period. Upon timely notice to CenturyLink of a deficiency, CenturyLink will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and CenturyLink will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, if CenturyLink partially installs or activates a Service, CenturyLink reserves the right to commence billing for such Service on a pro rata basis.

4. Compliance and Security. Each party shall comply with all laws and regulations applicable to the provision (in the case of CenturyLink) and use (in the case of Customer) of the Services provided hereunder. CenturyLink has adopted and implemented, and shall maintain throughout the Term, a corporate information security program designed to comply with applicable laws and protect Customer's information, materials and data ("Customer Data") from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. Customer will ensure that all Customer Data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. As of the Effective Date, CenturyLink has completed an AICPA sanctioned Type II audit report (i.e., SSAE16/ISAE3402 SOC 1 or AT-101 SOC 2) in certain data centers and intends to continue to

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CENTURYLINK TS SERVICE EXHIBIT

conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report, which is CenturyLink Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by CenturyLink.

5. Use of Service. Customer and its End Users will not use or access the Services or any data center in a manner that materially interferes with or harms the CenturyLink infrastructure or any third parties; or is tortious or violates any third party right. CenturyLink may suspend the affected Service in the event Customer violates the preceding sentence. CenturyLink will attempt to notify Customer in writing prior to suspending Service; provided, however, CenturyLink may suspend Service without notice if CenturyLink becomes aware of a violation of any applicable law or regulation or of activity that exposes CenturyLink to criminal or civil liability or that exposes the CenturyLink network, CenturyLink property or CenturyLink customers' network or property to harm as identified in the CenturyLink TS AUP. To the extent allowed by New Mexico law, Customer agrees to defend, indemnify and hold CenturyLink harmless from third party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees arising from non-compliance with this section.

6. Termination. Either party may terminate this Service Exhibit or affected Services (i) upon 30 days' prior written notice for Cause; or (ii) in accordance with any other express term contained in the Agreement. If Customer terminates an ordered Service prior to its BCD, Customer will pay a Cancellation Charge equal to one month's projected MRC, plus all out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If the Service or this Agreement is terminated either by CenturyLink for Cause or by Customer for Convenience prior to the conclusion of the applicable Service Term, then Customer shall be liable for a Cancellation Charge equal to: (a) unless otherwise set forth on a Service Order, 50% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service Term; (b) Service charges accrued but unpaid as of the termination date; (c) any NRC discount or waiver granted by CenturyLink, and (d) any out-of-pocket costs incurred by or imposed upon CenturyLink (e.g., ordered equipment, licenses, carrier termination charges). If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well.

7. Intellectual Property. Nothing in the Agreement or the performance thereof shall 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. CenturyLink's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

8. Equipment. If the Service includes access to or the use of CenturyLink-provided equipment ("CenturyLink Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the CenturyLink Equipment; (b) will keep the CenturyLink Equipment free and clear from all liens, claims and encumbrances; (c) shall protect and use all CenturyLink Equipment in accordance with the Agreement; and (d) will cooperate with CenturyLink to allow installation, maintenance and, upon termination, removal of the CenturyLink Equipment. Unless otherwise set forth in the applicable SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by CenturyLink ("Customer Equipment") including any related applications, systems, or software.

10. Maintenance. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

11. Notice. Any notices to be provided to CenturyLink under this Service Exhibit should also be copied to CenturyLink TS at the following address:

Savvis Communications Corporation DBA CenturyLink TS
1 Solutions Parkway
Town & Country, Missouri 63017
United States
Attn: Legal Department

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

SERVICE SCHEDULE: COLOCATION SERVICES

1. Definitions.

"CenturyLink Premises" means any CenturyLink data center or other CenturyLink facility.

"Customer Area" means the space within a CenturyLink Premises specifically identified as available to Customer for the placement and operation of Customer Equipment.

2. Notwithstanding anything to the contrary in the Agreement, CenturyLink may increase the rates associated with existing Colocation Service at any time after twelve months of the initial installation date for such Service in order to pass through increases in such Service's underlying power facility costs and such increase shall be effective upon the date set forth in CenturyLink's written notice thereof to Customer.

3. Customer or Customer's employees, agents, contractors, or End Users who access any CenturyLink Premises on Customer's behalf ("Authorized Representatives") must be designated in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all CenturyLink data center operating policies (including the "CenturyLink TS Customer Handbook and Information Guide" ("Customer Guide")), a current copy of which is located on <http://www.savvisstation.com> and which CenturyLink may change from time to time. If CenturyLink reasonably believes that Customer is not complying with this section, CenturyLink will notify Customer thereof and Customer shall remedy such non-compliance within 5 days of receiving such notice. If Customer fails to remedy such non-compliance within such period, then, notwithstanding any other rights in the Agreement, CenturyLink may immediately (i) suspend the Service and/or restrict Customer's access to the CenturyLink Premises for so long as deemed reasonably necessary by CenturyLink or (ii) terminate the affected Service if such non-compliance is recurring. CenturyLink may likewise restrict access to the CenturyLink Premises if Customer fails to timely cure any breach of the Agreement.

4. Subject to the rest of this section, CenturyLink may enter the Customer Area and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer Equipment needs to be moved to another area within the same CenturyLink Premises or to another CenturyLink Premises due to either Customer's requirements for additional space or CenturyLink's reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. CenturyLink may temporarily store Customer Equipment pending its installation at a CenturyLink Premises ("Equipment Storage"). If Equipment Storage continues for more than 30 days, CenturyLink may return, at Customer's expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment during any Equipment Storage shall be upon Customer. If any Authorized Representative or Customer Equipment presents any material risk of harm to CenturyLink, its employees, agents, contractors, or customers, or the CenturyLink Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, CenturyLink may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal injury or property damage at a CenturyLink Premise.

5. Customer shall within five days of the end of the Service Term: (a) remove all Customer Equipment and any other Customer property ("Customer Materials") from the CenturyLink Premises; and (b) return the Customer Area to CenturyLink in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, CenturyLink may remove any Customer Materials (without liability) and, at Customer's expense, either: (a) store it until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer's last address of record.

6. Network Connectivity.

6.1 Hosting Network Infrastructure. The Colocation network infrastructure provides connectivity from Customer's environments to the available networks within each facility, including the CenturyLink backbone(s), and other Colocation customers or Alternate Carrier Network Connections. With valid orders, Customer is permitted to interconnect to other customers or alternate carriers as described; however, all connections from Customer environment to any other customer or any network infrastructure must be performed by CenturyLink.

6.1.1 Alternate Carrier Network Connection. An Alternate Carrier Network Connection is a connection to a non-CenturyLink network. Depending on the particular data center's configuration, Alternate Carrier Network Connections can be made at either the data center's carriers' premises or at the data center's servicing point of presence. Depending on the data center and alternate carrier availability, the rates and required components may vary. In the event that a carrier of interest to Customer is not available at the data center's carriers' premises Customer is encouraged to inform its CenturyLink sales representative or the data center manager so that CenturyLink may inform such carrier of potential demand for carrier's services which may lead to a CenturyLink agreement with such carrier to establish a presence at the data center.

7. This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the CenturyLink Premises and any

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT**

CenturyLink Equipment in accordance with the Agreement and agrees that this Service Schedule, to the extent it involves the use of space leased by CenturyLink, shall be subordinate to any lease between CenturyLink and its landlord(s). Customer hereby waives and releases any claims that it may have against the landlord(s) under any lease by CenturyLink with respect to any Customer Equipment or property located in the CenturyLink Premises demised to CenturyLink by such landlord(s). If the CenturyLink Premises becomes the subject of a taking by eminent domain by any authority having such power, CenturyLink shall have the right to terminate any or all of the affected Services without liability; provided, however, that CenturyLink will use commercially reasonable efforts to move Customer to another, comparable CenturyLink Premises prior to exercising such termination right. CenturyLink shall have the right to terminate any or all of the Services without liability of any kind on the earlier of (i) the expiration of or earlier termination of CenturyLink's underlying lease for the CenturyLink Premises, or (ii) expiration or earlier termination of this Service Schedule. The parties agree that any renewal of the Services shall be contingent on the election by CenturyLink, in its sole discretion, to continue to own or lease the CenturyLink Premises.

8.

Insurance. As a condition to providing Customer with physical access to the data centers and/or the placement of Customer Equipment within the data center, Customer will at all times during the term of this Agreement, and at its own cost and expense, carry and maintain the following insurance coverage with insurers having a minimum "Best's" rating of A VII (A-7), provided however, if local and/or regional laws stipulate higher values than those defined herein, then Customer must comply with the applicable higher value as required by law:

- (a) "All Risk" Property insurance covering all Customer Equipment located in the CenturyLink Premises in an amount not less than its full replacement cost;
- (b) Commercial General Liability insurance covering claims for bodily injury, death, personal injury, or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the data center by Customer, including coverage for premises-operation, products/completed operations, and contractual liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than: (i) Each Occurrence - \$2,000,000, or local currency equivalent; (ii) General Aggregate - \$4,000,000, or local currency equivalent ; (iii) Products/Completed Operations - \$2,000,000, or local currency equivalent; and (iv) Personal & Advertising Injury - \$2,000,000, or local currency equivalent ;
- (c) In the US, Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto the CenturyLink Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident; and internationally, Employers' Liability insurance with limits of not less than \$1,000,000 USD, or local currency equivalent; and
- (d) In the US, Comprehensive Automobile Liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage; and internationally, Automobile Liability insurance as required by law, covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement.

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. If applicable, Customer will require its subcontractors and agents to maintain the same insurance. Upon written request from CenturyLink, Customer will forward to CenturyLink certificate(s) of such insurance. The certificate(s) will provide that: (e) CenturyLink (and its participating affiliates) be named as additional insured as their interest may appear with respect to this Agreement; and (f) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by CenturyLink.

9. Marketing. Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that (i) CenturyLink has the right to use Customer's name, trademarks, or other proprietary identifying symbol for its marketing communication activities and (ii) CenturyLink may issue a mutually acceptable press release (approval of which shall not be unreasonably withheld) announcing Customer's selection or expansion with CenturyLink as its provider of colocation services.

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK TS SERVICE EXHIBIT
SERVICE SCHEDULE: HOSTING SERVICES

1. If a particular Service does not require "installation", the BCD will be the date on which CenturyLink begins providing such Service.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK® SELECT ADVANTAGE SERVICE EXHIBIT**

1. General; Definitions. This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; or (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

2. CenturyLink Select Advantage Solutions.

2.1 Purchase. Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/> and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

2.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CENTURYLINK'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCTS SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

3. Term; Termination. 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 canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

4. Charges. Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
RENTAL CPE SERVICE EXHIBIT**

- 1. General; Definitions.** CenturyLink QCC 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 provided order request form issued and executed by CenturyLink and Customer. CPE, as defined herein, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, Analog VoIP, Integrated Access Packages, Managed VoIP, Managed VoIP Bundle Services, SIP Trunk or SIP Trunk bundles or packages, Hosted VoIP or Managed Office (collectively "Underlying Service"), under a separate Service Exhibit and Bundle, Package or Promotional Attachment (if applicable) to the Agreement.
- 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.** Customer will, provide and maintain, at Customer's own expense, at all times following delivery of the CPE, the following insurance: (a) "All-Risk" property insurance covering the CPE for the full replacement value, naming CenturyLink or a third party provider designated by CenturyLink as a loss payee; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate and naming CenturyLink as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A- VII (A- 7). Upon request, Customer will deliver to CenturyLink insurance certificates evidencing such insurance.
- 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 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

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
RENTAL CPE SERVICE EXHIBIT**

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. Separate CenturyLink and Verizon Wireless Offerings. If Customer uses CPE and Service in conjunction with Mobile Broadband Wireless Router service provided by Verizon Wireless, Customer understands that such service is provided under the terms of Customer's separate contract between Customer and Verizon Wireless. *Customer is responsible for all contractual obligations to Verizon Wireless, including, but not limited to all payment obligations, including any monthly access, overage, or early termination fees.*

12. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined herein.