

CenturyLink Custom Cover Agreement

Customer Name: LEON COUNTY SCHOOL BOARD
 Address: 325 John Knox Rd., Bldg. 600
 Tallahassee, FL 32303-4143

This CenturyLink Custom Cover Agreement (the "Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services ("CenturyLink") and **SCHOOL BOARD OF LEON COUNTY** ("Customer") establishes the terms and conditions governing CenturyLink's provision of the Products and Services priced in this Agreement. This Agreement and any information concerning its pricing, terms and conditions are CenturyLink's proprietary information and the term of the parties' nondisclosure agreement, if any, is extended to be coterminous with the Agreement Term. All capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the applicable Attachment.

The names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement. Qwest products and services will be sold under a separate agreement.

1. **TERM.** This Agreement will be for a term of 24 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service is defined in the applicable attachment. Upon mutual agreement between the parties, the Agreement may renew for additional term not to exceed three (3) years.
2. **PRODUCTS AND SERVICES ATTACHMENTS.**
 - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachments.
 - Attachment A:** CenturyLink Nontariffed Business Products and Services
 - Attachment B:** E-RATE AND/OR RHC/HCF PROGRAM SUPPLEMENT
 - Attachment C:** School Board of Leon County, Florida - Supplemental Terms and Conditions (DTC-24-10XX)
 - 2.2 **Terms and Conditions.** CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachments.
 - 2.3 **Purchase Orders.** If expressly permitted under the applicable Attachments, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
 - 2.4 **Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
3. **RATES AND CHARGES.** Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
4. **Liabilities.**
 - 4.1 **Damages Limitations.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.
 - 4.2 **Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT, INCLUDING UNDER TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THE APPLICABLE ATTACHMENT.

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5. **UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

6. **NOTICES.**

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

6.2 **Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com. Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Annex. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

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

7. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before April 26, 2024 and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

CENTURYLINK SALES SOLUTIONS, INC.

LEON COUNTY SCHOOL BOARD

By: Steve Arneson
Steve Arneson (May 29, 2024 14:21 CDT)
Name: Steve Arneson
Title: Manager - Offer Management
Date: May 29, 2024
Address: _____

By: Rosanne Wood
Name: Rosanne Wood
Title: Chair
Date: 4/23/2024
Address: _____

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ATTACHMENT A

CENTURYLINK NONTARIFFED BUSINESS PRODUCTS AND SERVICES

1. **CENTURYLINK ENTITIES.** Services described in this Attachment are provided by the applicable CenturyLink local operating company for the Service/Installation Address. The name of the local operating company can be found by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number.
2. **PRODUCTS AND SERVICES.** CenturyLink will provide to Customer the Products and Services listed in the tables below (each, a "Price Table"). Services are purchased for the specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.
3. **TERMS AND CONDITIONS.** CenturyLink provides the Products and Services listed in this Attachment under the *Standard Terms and Conditions for Communications Services* attached as Exhibit #1 to this Attachment and relevant Product or Service-specific terms and conditions listed below.

3.1 IP and Data Transport Services.

- A. The table below lists the IP and Data Transport Services purchased by Customer.

Type of Service
Embarq Classic Metro Ethernet Services

In addition to the *Standard Terms and Conditions for Communications Services*, CenturyLink provides Embarq Metro Ethernet Services under the CenturyLink Local Government Customer Annex attached as Exhibit 2 and Embarq Classic Ethernet Services Annex attached as Exhibit 3 to this Attachment.

4. PRICE TABLES FOR SERVICES.

Customer Billing Address	Service/Installation Address	Type of Service	Order Term	Monthly Recurring Charge	Non-Recurring Charge
See Site List in Exhibit 4 to Attachment A	See Site List in Exhibit 4 to Attachment A	100 Mbps Metro Ethernet	24 Months	\$350.00	\$ 0
		300 Mbps Metro Ethernet	24 Months	\$450.00	\$ 0
		500 Mbps Metro Ethernet	24 Months	\$565.00	\$ 0
		1000 Mbps Metro Ethernet	24 Months	\$750.00	\$ 0
		10000 Mbps Metro Ethernet	24 Months	\$1,950.00	\$ 0

- 4.1 **Monthly Recurring Charges ("MRCs").** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current list rates, which are subject to change.

- 4.2 **Non-recurring Charges ("NRCs").** CenturyLink may charge Customer NRCs related to the Services described in the Price Table. CenturyLink may assess any additional, special construction

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charges that may be required to provide the Services. Such special construction charges, if applicable, will be determined at the time of the Order.

- 4.3 Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 4.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

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EXHIBIT 1 TO ATTACHMENT A STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES ("STANDARD TERMS AND CONDITIONS")

1. GENERAL.

- 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to all retail business Products and Services that a CenturyLink-affiliated entity provides. "Agreement" means the terms and conditions under which Customer purchases Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this document or in the applicable Schedules or Product and Service-specific Annexes.
- 1.2 Additional Terms and Conditions.** Customer's purchase and use of Products and Services is also governed by product and service-specific terms and conditions found in the applicable Schedules and Product and Service-specific Annexes, posted to http://about.centurylink.com/legal/rates_conditions.html (the "Rates and Conditions Website").
- 1.3 Local Governments and Government Programs.**
- A. Local Government Customers.** Unless specified otherwise, purchases of Products or Services by local governmental entities also are subject to the Local Government Customer Annex posted to the Rates and Conditions Website.
- B. Universal Service Administrative Company Programs.** Customers seeking funds through Universal Service Administrative Company programs such as the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program"), the Rural Health Care Program of the Universal Service Fund ("RHC Program"), or state or local corollaries to the E-Rate Program or the RHC Program are subject to applicable program annexes posted to the Rates and Conditions Website.
- C. American Recovery and Reinvestment Act (ARRA).** Customer will not pay for Products or Services with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.
- 1.4 Conflicts Provision.** If a conflict exists among provisions within the Agreement, refer to Section IV ("Agreement") of Attachment C ("Customer Supplemental Terms and Conditions").

2. TERM.

- 2.1 Agreement Term.** The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole discretion, provide those Services on a time and material basis at CenturyLink's then-current rates without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.

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2.2 Order Term. Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

3. CHARGES.

3.1 CenturyLink Charges. Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.

3.2 Fixed Rates and Percentage Discounts. Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**

3.3 Rate Adjustments. CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.

3.4 Taxes.

A. Taxes Not Included. CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.

B. Withholding Taxes. Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.

C. Exclusions. Customer will not be responsible for payment of:

- (1) CenturyLink's direct income taxes and employment taxes; and
- (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT.

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4.1 Invoicing.

- A. Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:
- (1) the date the Products or Services are installed and made available; or
 - (2) the first day of the first bill cycle after the Effective Date.
- B. Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.
- C. Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.
- D. Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.

4.2 Payment and Late Charges. Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. 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. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink'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. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

4.3 Disputed Invoice Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

5. CREDIT APPROVAL. CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. ORDERS.

6.1 Application. The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at

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any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.

- 6.2 Cancellation.** CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.
- 7. WARRANTIES.** THE SERVICES AND PRODUCTS PROVIDED BY CENTURYLINK 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 THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.
- 8. EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.**
- 8.1 Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.
- 8.2 Calls via Customer's Equipment or Software.** Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.
- 8.3 Software License.**
- A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- B. Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source

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code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.

- 8.4 Title to Software or Equipment.** CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.
- 8.5 Network Management.** CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.
- 9. USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.
- 10. CUSTOMER RESPONSIBILITIES.**
- 10.1 Installation.** Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.
- 10.2 Use of Products and Services.**
- A. Acceptable Use Policy ("AUP").** If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <http://www.centurylink.com/Pages/AboutUs/Legal>, as reasonably amended from time to time.
- B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. Reseller.** 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.
- D. Security.** 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

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data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

11. CONFIDENTIALITY AND PRIVACY.

- 11.1 Nondisclosure Requirements. The disclosure and use of confidential information shall be in accordance with Florida law. In the event any of the following provisions in this article conflict with state law, state law shall take precedence.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. 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.
- 11.2 HIPAA.** By providing Services, CenturyLink does not require or intend to access Customer data, including 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. §164.501 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 Services and not meant for the purpose of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).
- 11.3 Privacy.** CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.

12. LIMITATIONS OF LIABILITY.

- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement not to exceed \$5,000,000. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

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- 12.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.
- 12.4 Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

13. INDEMNIFICATION.

- 13.1 Indemnification for Personal Injury, Death or Damage to Personal Property.** Century Link will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 RESERVED.**
- 13.3 CenturyLink Indemnification.** CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:
- A.** procure the right for Customer to continue using the Services;
 - B.** replace or modify the Services with comparable Services; or
 - C.** terminate the Services.
- 13.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- 13.5 Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

14. TERMINATION.

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14.1 CenturyLink Right to Terminate.

- A.** CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
- (1) Customer fails to cure its default of the payment terms in the Agreement;
 - (2) If Customer has vacated the premises to which Services are furnished;
 - (3) Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
 - (4) Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
 - (5) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
 - (6) Customer resells Products or Services as prohibited by these Standard Terms and Conditions.
- B.** If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

14.2 Customer Right to Terminate.

- A. Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.
- B. Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.

14.3 Early Termination Liability.

- A. Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:
- (1) **General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
 - (2) **Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.
- B. Waiver of Early Termination Liability.** With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases from the same CenturyLink entity providing the terminating Service another service at the same time with the same or greater monthly recurring charge for an

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Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.

- 14.4 Disconnect Notice.** CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30th day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.
- 15. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.
- 16. DEFINITIONS.**
- 16.1** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2** "Effective Date" is the date the last party signs the Agreement.
- 16.3** "Local Terms of Service" means the CenturyLink state-specific Guidebooks, Price Lists, Local Terms of Service or other deregulated terms and conditions under which CenturyLink provides detariffed incumbent local exchange carrier Services in certain states.
- 16.4** "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.
- 16.5** "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.
- 16.6** "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.
- 16.7** "Schedules" and "Rates and Services Schedules" ("RSS") can be used interchangeably and are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- 16.8** "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.
- 16.9** "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.
- 17. MISCELLANEOUS.**

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- 17.1 Independent Contractor.** CenturyLink provides the Products and 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.
- 17.2 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.3 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 17.4 Governing Law; Dispute Resolution.**
- A. Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.
 - B. [RESERVED]**
 - C. The parties agree this Agreement should be governed by Florida law, with venue in Leon County.**
- 17.5 Compliance with Laws.** Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.
- 17.6 Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.
- 17.7 [Reserved].**
- 17.8 Notices.**
- (a) Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
 - (b) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com. Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Annex. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
 - (c) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- 17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.

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- 17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.
- 17.13 Changes to Tariff, Local Terms of Service, or AUP.** CenturyLink may amend, change, or withdraw the Tariff, Local Terms of Service, or AUP, with such updated Tariff, Local Terms of Service, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements. If a modification to a Tariff, Local Terms of Service, or AUP (A) materially and adversely affects Customer's legitimate use of a Service; and (B) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days' written notice without liability for early termination charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

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EXHIBIT 2 TO ATTACHMENT A CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. If a conflict exists among provisions within the Agreement, refer to Section IV ("Agreement") of Attachment C ("Customer Supplemental Terms and Conditions"). When attached to the applicable cover agreement, this Annex supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html.

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Except as provided in Section 7 below, Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1 **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2 **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3 **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4 **Limitations.**

Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.

If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for non-appropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
6. **911 Emergency Services.**
 - 6.1 **Indemnification.** Section 13.1 (Mutual Indemnification for Personal Injury, Death or Damage to Personal Property) of the Standard Terms and Conditions will not apply to the sale of Products used for 911 emergency services and 911 emergency Services.
 - 6.2 **Disclaimer.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH

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ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

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

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EXHIBIT 3 TO ATTACHMENT A

EMBARQ CLASSIC ETHERNET SERVICES ANNEX

The following terms and conditions, together with the Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) and the applicable cover agreement, (collectively, the “Agreement”) will govern Customer’s use of EMBARQ Classic Ethernet Services (“Services”) provided by the applicable CenturyLink operating company supporting Customer’s locations. To the extent permitted by law, Services are offered on an Individual Case Basis in lieu of any terms and conditions under CenturyLink Tariffs. The local operating company providing the Service is identified in the Agreement.

1. Services Description and Types

1.1 Services Description. The Services are a standards-based high-speed packet transport technology used for the interconnection of Local Area Networks (“LANs”) within a metropolitan area. The Services deliver access from Customer's LAN to the CenturyLink network. The Services protect data privacy by using specialized screening software, which permits subscribers to access only their data. The Services are offered for local and intraLATA use where CenturyLink facilities exist. Each Ethernet connection is full duplex, symmetrical bandwidth with a single rate element that consists of the following:

A. User-to-Network Interface (“UNI”). The UNI is the physical interface between CenturyLink and Customer. The UNI includes:

- (1) an Ethernet port connection at Customer’s premises; and
- (2) the physical transport to the CenturyLink switched Ethernet network.

B. Ethernet Virtual Connection (“EVC”).

- (1) EVC is the logical connection of an Ethernet service that connects two or more locations.

C. Class of Service. Customer can purchase an optional Class of Service (“COS”) for an additional Monthly Recurring Charge (“MRC”). COS provides the ability to prioritize certain identifiable traffic flows across the CenturyLink switched Ethernet Network. Based on CenturyLink-provided mapping criteria, Customer must notify CenturyLink on how to mark and prioritize its traffic. After notification from Customer, CenturyLink will classify the traffic accordingly, as described in the following subsections. The two COSs are as follows.

- (1) **Gold COS.** This prioritization will apply to Customer-designated traffic marked with priority of 4 to 6 on the CenturyLink switched Ethernet network. Gold COS is designed for Jitter and Network Latency (delay) sensitive applications like voice and video.
- (2) **Silver COS.** This prioritization will apply to Customer-designated traffic markets with a priority of 1 to 3 on the CenturyLink switched Ethernet network. Silver COS will carry high priority business applications across the CenturyLink network.

D. Ethernet Network Interface Device (“E-NID”).

- (1) To deliver the Services, CenturyLink will place the E-NID at Customer premise. The E-NID is owned and managed by CenturyLink. The E-NID supports 24x7 proactive network monitoring, management, troubleshooting, and resolution from the CenturyLink central office to the E-NID on Customer premise. The E-NID allows for the convergence of multiple service options over one common facility

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for network aggregation. The E-NID is considered CenturyLink's point of demarcation.

- (2) **Installation of E-NID.** CenturyLink will procure, receive stage, configure, and test the E-NID before installation at Customer's premise. CenturyLink will install the E-NID at a mutually agreed upon time from 8:00 am to 5:00 pm Monday through Friday local time excluding CenturyLink-observed holidays ("Normal Business Hours"). CenturyLink may charge a fee for installation outside Normal Business Hours. CenturyLink may, in its sole discretion, outsource installation of the E-NID to a third party that is capable of performing the installation; provided, however, CenturyLink will remain responsible for any such outsourced installation supplied by a third party.
- (3) Customer will pay CenturyLink for replacement of an E-NID that is damaged as a result of Customer's failure to comply with this Section, including installation costs of the replacement E-NID. Additionally, Customer must continue to pay the charges for the Service provided by CenturyLink for the remainder of the Order Term, regardless of whether or not the damaged E-NID is replaced.
- (4) Customer must ensure the security of the E-NID located within Customer's premises and Customer will reimburse CenturyLink for any loss or damage to the E-NID caused by Customer's failure to properly secure Customer's premises and/or restrict or monitor access to the NID. Customer will not access, reconfigure, attempt to repair, connect to or alter the NID except as expressly requested by CenturyLink.

1.2 Services Types and Technical Specifications

A. Services Types.

- (1) **Ethernet Local Area Network ("E-LAN").** A service type used to provide a full mesh where any to any connectivity is required, i.e. multipoint-to-multipoint. Typically used where all sites need to talk to each other. All traffic is sent to all Customer sites.
- (2) **Ethernet Private Line ("EPL").** A service type used to provide point-to-point connectivity between two sites.

B. Technical Specifications.

- (1) Services are available to customers whose serving central office is equipped with CenturyLink Classic Ethernet Services equipment and located within 28 km or 15 miles from the serving central office.
- (2) The Services operate over a shared infrastructure that provides bi-directional transmission of data based on the Ethernet standards and operates at the Layer 2 of the OSI reference model.
- (3) The network demarcation point is a standard Ethernet interface of 802.3 (Ethernet), 802.3u (Fast Ethernet) or 802.3z (Gigabit Ethernet) LAN interface on the CenturyLink Ethernet Services equipment at the subscriber premises. CenturyLink Ethernet Services network access for 802.3 interface is provided at 10 Mbps, while 802.3u network access is provided at 100 Mbps and 802.3z network access is provided at 1 Gigabit (1000 Mbps).

- 1.3 **Customer Certification.** Customer certifies (1) that no more than 10% of the Services will be for the transport of interstate data and (2) that it will not interconnect the Services with another carrier

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for voice-over internet protocol applications or services and will not use the Services to connect to the public switched telephone network ("PSTN").

2. Order Term.

- 2.1 The Order Term for the Services is designated in the Agreement.
- 2.2 Termination Liability Charges will not apply when Services, or a rate element of Services, are disconnected before expiration of the Order Term as a result of a change in terms and conditions or Customer-requested upgrade to a next generation service offering, under the following conditions:
 - B. The Order Term for the new service offering is equal to or exceeds the remaining service period of the disconnected Order Term, and
 - C. The Orders to install the new service and disconnect the old Services are related together, and there is no lapse in service between the installation of the new service and the disconnection of the old Services, and
 - D. The Orders to install the new service and disconnect the old Services are for the same Customer at the same location.
- 2.3 CenturyLink will determine whether the new service qualifies as a next generation service offering.
- 2.4 Nonrecurring charges and Service Order Charges for the new service will apply according to the requirements of the new service.
- 2.5 Temporary Suspension of Service (Vacation Service), at Customer's request, is not allowed for the Services.

3. Responsibilities of the Parties.

3.1 Responsibility of CenturyLink.

- A. CenturyLink's responsibility is limited to the furnishing and maintenance of the Services to a network interface device on Customer's premises where provision is made for the connection of local service.
- B. CenturyLink is not responsible if changes in any of its facilities, operations or procedures utilized in the provision of the Services render any facilities or equipment provided by Customer obsolete, or requires modification or alteration of such equipment or system or otherwise affects its use or performance.
- C. **Maintenance.**
 - (1) **Preventive Maintenance.** To maintain the quality of the Services, CenturyLink reserves the right to perform preventative maintenance and software updates to the network. CenturyLink has classified maintenance as follows:
 - (a) **Scheduled Maintenance.** Scheduled maintenance is performed for functions such as hardware and software upgrades and network optimization. CenturyLink will perform these tasks in a maintenance window that is anticipated to minimize disruption of customer service and activity. CenturyLink will provide advance notice of all scheduled maintenance through the Event Reporting Information Console system (ERIC), a self-subscribed, self-managed reporting tool.
 - (b) **Demand Maintenance.** Demand maintenance may occur as a result of unexpected events and is performed when the Ethernet Services network elements are in jeopardy. CenturyLink will perform this type of maintenance at its discretion. Due to the nature of demand maintenance, prior notification may not

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be possible; however, Customer will be informed when the maintenance has been completed.

- (2) **Notification.** CenturyLink will provide on-line notification of Scheduled Maintenance and unexpected events through ERIC. Customers can create and manage their subscription rules and create custom notification preferences based on service and location using the following URL: <<http://www.centurylinkservices.net/events/>>. ERIC notices are also posted to the customer access website for reference at any time before, during and shortly after the event. This system currently allows web-based status checks on current event notifications.

3.2 Responsibility of Customer. To ensure a smooth installation, the following responsibilities must be completed before installation of the Services, CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement with respect to Services and any associated services utilizing Services. Services will be installed at Customer's site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

- A. Traffic Marking.** Customer must appropriately mark the traffic for COS treatment as described in Section 1 based on CenturyLink-provided mapping criteria. CenturyLink will support a maximum frame size of 1536 bytes coming into the E-NID. CenturyLink will not support auto-negotiate. All circuits are set to full duplex and the purchased CIR determines the physical port speed (either 10/100 Mbps or 1 Gigabit).
- B. Media Access Control (MAC) Learning.** CenturyLink will support a default MAC learning per site up to 40 MAC addresses. It is Customer's responsibility to place a router at the location to manage accordingly.
- C. Throughput Requirement.** To protect the CenturyLink network from traffic storms, traffic controls are used to limit VLANs based on broadcast and multi-cast traffic. CenturyLink will impose a default of 1 Mbps of broadcast and multi-cast traffic per site. It is Customer's responsibility to notify if greater than 1 Mbps of broadcast or multi-cast traffic needs to be supported. CenturyLink will evaluate if additional broadcast or multi-cast can be supported.
- D.** Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water. Conduit is not required when Services are provisioned over copper or circuit bonding technology, 50 Mbps or less. Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.
- E.** Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber

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demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack. If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with ¾" plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

- F.** Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All Service-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
- G.** Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
- H.** Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterruptible power supply (UPS) on the AC, Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
- I.** Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Services will be used. CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.
- J.** Customer must confirm Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
- K.** Customer must confirm that its Local Area Network ("LAN") has an appropriate Service port available to provide the desired network functionality and is within the distance required by Service specifications. Customer will program the Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the Service-enabling equipment. Customer will provide an appropriate Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.

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- L.** Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Services, a standard Service switch port is all that is required.
- M.** The CenturyLink installer will not connect Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Services.
- N. Access to Premises.** Customer will provide CenturyLink maintenance personnel or contractors with access to CenturyLink's equipment placed at Customer's premises for regular maintenance and service. If Customer resides in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point (the location where the Local Phone Company wires enters Customer's building), is accessible to the CenturyLink technician. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation.
- O. Location of Utilities.** If construction is required, CenturyLink will not begin construction until Customer locates all private utilities on its premises.
- P.** Customer is responsible for payment of a Trouble Location Charge for visits by CenturyLink to Customer's premises where the service difficulty or trouble report results from the use of equipment or facilities provided by Customer.
- Q.** Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by CenturyLink without the prior written consent of CenturyLink.
- R.** For maintenance purposes, upon CenturyLink's request, Customer will be responsible for notifying CenturyLink of the type of terminating equipment used.

4. Components and Rate Elements for Services.

- 4.1. Monthly Recurring Charge ("MRC").** CenturyLink will charge Customer a MRC for the Services. The components of the MRC are the following:
 - A. Transport.** Availability of speeds may vary by metropolitan area.
 - B. CenturyLink-owned Edge Equipment.** The CenturyLink-owned Edge Equipment is used to deliver Services and serve as CenturyLink's management device between the central office and the last mile connection at the customer premise. CenturyLink-owned Edge Equipment allows for the convergence of multiple service options over one common facility for network aggregation. The CenturyLink-provided Ethernet Equipment is the responsibility of CenturyLink including provisioning, maintenance and repair or replacement. The CenturyLink-provided Ethernet Edge Equipment is considered CenturyLink's demarcation point.
 - C. Monitoring.** 24x7 network proactive monitoring and troubleshooting from CenturyLink's central office to the CenturyLink-owned Ethernet switch on the customer premise.
 - D. Aggregation Port.** CenturyLink will assign a specific port on the CenturyLink-owned Ethernet switch to accept multiple VLANs from Customer. The assigned port will be the aggregation point from Customer that connects to CenturyLink's Ethernet network. The aggregation port will assign a VLAN tag at ingress and forward the traffic across

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CenturyLink's Ethernet network, removing the tag at egress. It is Customer's responsibility to provide the appropriate VLAN tag on any frames being transmitted. Any untagged frame received at the ingress of the aggregation port will be dropped.

- E. **COS.** CenturyLink will charge an additional MRC for Customer's selection of an optional COS.
- 4.2. **Nonrecurring Charges ("NRCs").** CenturyLink will charge Customer NRCs for the initial installation of a Local Channel Connection to a given serving central office and for any rearrangement of an existing Local Channel Connection.
- 4.3. **Move Charge.** CenturyLink will charge Customer a Move Charge for a Local Channel Connection moved to a new location, even when moved on the same premises. The Move Charge applies in addition to a Service Order Charge.
- 4.4. **Service Order Charge.** A Service Order Charge is applicable per each Customer request.
- 4.5. **Special Construction Charges.** Special Construction Charges may be applicable under special conditions. CenturyLink may charge Customer when technical limitations and/or the lack of facilities exist, or if it is necessary to construct facilities to satisfy service requests.
- 5. **Service Level Agreement ("SLA").**
 - 5.1 **SLA.** To demonstrate CenturyLink's commitment to our business customers and the reliability and quality of our data services, CenturyLink has established the following SLA within CenturyLink-established Metro Areas. The definition of a Metro Area is defined by CenturyLink, in its sole discretion, based on current Ethernet availability. CenturyLink may adjust its Metro Areas at any time, even within an Order Term, without prior notice to Customer. As a result, the SLA described in this section may not be available at all times for any or all of Customer's Service locations
 - 5.2 **Commitment.** Within Metro Areas, the following SLA will apply to all Service Types described in Section 1 above: CenturyLink's commitment is 99.9% Network Availability.
 - A. **Network Availability.** Network Availability is the ability to transmit data over the CenturyLink switched Ethernet Network. Network Availability does not mean Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach Customer, as there are many factors, outside of CenturyLink's control, that can affect an end-to-end connection. Network Availability is calculated by dividing the average number of minutes that the Services are available for Customer use by the total number of minutes in each calendar month and multiplying by 100.
 - B. **Network Availability Service Interruption.** A Service Interruption is defined as a complete loss of Network Availability affecting Customer's ability to transmit data over the CenturyLink switched Ethernet network. Service Interruption Time is defined as the total time in a calendar month that Customer's Ethernet circuit is unable to transmit or receive data due to core transport failure. Service Interruption Time does not include interruptions of less than 20 consecutive minutes in duration, time attributed to Customer's delay in responding to CenturyLink's requests for assistance to repair a Service Interruption, or the exclusions listed below.
 - C. CenturyLink Data Services, Advanced Network Services ("ANS") personnel proactively monitor the CenturyLink switched Ethernet network to ensure that the network is performing at optimal levels 24 hours per day, 365 days per year. CenturyLink monitors the core network from central office to central office and monitors the Ethernet links between the CenturyLink central office and E-NID on the Customer's premise. The E-NID collects critical data keeping ANS personnel apprised of the overall integrity of last mile

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connection. Any failure to communicate with the E-NID at the Customer's premise will initiate the trouble isolation and repair process and ANS will begin trouble shooting the problem.

- (1) In the event of a Service Interruption at the Customer's premise, ANS personnel will contact Customer within 30 minutes providing them a trouble ticket number and a status. ANS will provide customer notification and status updates every two (2) hours until the problem is resolved. In the event the Service Interruption is the result of a hardware failure from the E-NID, CenturyLink will dispatch a repair technician to the affected Customer site to repair or replace the E-NID. Customer must provide CenturyLink with its current, accurate contact information, including Customer's designated representative and its hours of business operation, at all times. Customer's designated representative can contact the ANS operation center at anytime by calling 800-603-8044 or 407-741-0500.
 - (2) In the event of a Service Interruption affecting, at a minimum, a Metro Area within the CenturyLink switched Ethernet network beyond the Customer's premise, CenturyLink will send an automated message to Customer regarding the Service Interruption (if Customer previously has signed up to receive such automated messages). CenturyLink will send updates to Customer regarding such Service Interruption as more information is obtained.
- (D) Service Interruption Time is measured from opening a CenturyLink trouble ticket for the affected circuit until restoring service for the affected circuit, less No Access and Hold Time. A trouble ticket is deemed open when the appropriate CenturyLink personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with Customer. No Access Time is when CenturyLink has no access to the site and/or personnel at the site. Hold Time is the amount of time between the time Customer is notified of the repair and the time when the ticket is closed.

5.3 Service Credit.

- A. If Customer believes CenturyLink has missed a commitment in Section 5.2, Customer must notify its CenturyLink Account Manager in writing within 15 business days after completion of the measurement period to request a Service Credit. Calculation of the Service Credit will begin upon notification.
- B. Upon CenturyLink's verification of the underperformance, CenturyLink will issue a Service Credit to Customer for the affected site.
- C. The methodology used to measure CenturyLink's performance against the applicable SLA is determined by CenturyLink in its sole and reasonable discretion and is subject to change without notice. CenturyLink will in good faith make all final determinations with respect to the existence or occurrence of a Service Interruption and the applicability of any Service Credit.
- D. **Service Credit.** CenturyLink will provide a Service Credit equal to 1/30 of the MRC for the affected site for a Service Interruption of 20 consecutive minutes to one hour in duration plus an additional 1/30 of the MRC for each additional one hour of continuous unavailability.

5.4 Maximum Service Credits.

- A. Service Credits issued in any calendar month under this SLA will not exceed Customer's total MRCs for the affected circuit.

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- B.** In any calendar month, Customer may receive no more than three Service Credits with respect to any particular Customer site.

5.5 Exclusions. This SLA does not include Service Interruptions caused by:

- A.** Failure of any components beyond the core network maintained by CenturyLink such as the failure of any Customer-owned and/or maintained equipment or internal wiring on Customer's premise, beyond the local telephone company's demarcation device or smart-jack;
- B.** Inaccurate, incomplete or changes to previously accepted orders;
- C.** Troubles resolved as "No Trouble Found";
- D.** Failure of any components that CenturyLink cannot correct because Customer is inaccessible;
- E.** Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the data services, including without limitation, work repair or maintenance performed on Equipment located on Customer's premises by persons other than CenturyLink technicians;
- F.** Excused Service Interruptions due to planned and or scheduled maintenance;
- G.** Lost measurements due to CenturyLink's measurement system failure; or
- H.** Fiber optic cable cuts that are not the fault of CenturyLink.

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EXHIBIT 4 TO ATTACHMENT A CONTRACT SITE LIST

Street	City	State	Postal Code
1156 Capital Circle SW	Tallahassee	FL	32310
1301 Timberlake Rd	Tallahassee	FL	32310
1400 Indiana St	Tallahassee	FL	32312
1414 Chowkeebin NeNe	Tallahassee	FL	32301
15100 Blountstown highway	Tallahassee	FL	32310
1600 Pedrick Road	Tallahassee	FL	32317
1706 Dempsey Mayo Rd	Tallahassee	FL	32308
1717 W Tharpe St	Tallahassee	FL	32303
2006 Jackson Bluff Rd	Tallahassee	FL	32304
205 Meadowridge Drive	Tallahassee	FL	32312
2100 Pedrick Road	Tallahassee	FL	32317
2204 Saxon St	Tallahassee	FL	32310
2230 Lake Bradford Rd	Tallahassee	FL	32310
2303 Ronellis Drive	Tallahassee	FL	32310
2400 orange ave E	Tallahassee	FL	32303
2465 Atlas Rd	Tallahassee	FL	32303
2750 Mission R	Tallahassee	FL	32304
2813 Ridgeway Street	Tallahassee	FL	32301
2813 S Meridian St	Tallahassee	FL	32301
2815 Allen Rd	Tallahassee	FL	32312
283 Trojan Trail	Tallahassee	FL	32311
2930 Velda Dairy Rd	tallahassee	FL	32309
3013 Jim Lee Rd	Tallahassee	FL	32301
3250 Point View Drive	Tallahassee	FL	32312
3290 capital cir sw	tallahassee	FL	32310

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3415 Zillah St	Tallahassee	FL	32305
3420 w tharpe st	Tallahassee	FL	32303
3601 Conner BLVD	TALLAHASSEE	FL	32311
3801 Fred George Rd	Tallahassee	FL	32303
3838 Trojan Trail	Tallahassee	FL	32311
401 W Thorpe ST	tallahassee	FL	32303
4530 Shelfer Road	Tallahassee	FL	32305
4774 Chaires Cross Rd	Tallahassee	FL	32317
500 Appleyard Dr	tallahassee	FL	32304
520 Appleyard Dr	Tallahassee	FL	32304
526 Appleyard Dr	tallahassee	FL	32304
550 E Tennessee st	tallahassee	FL	32308
5777 Pimlico Rd	Tallahassee	FL	32309
601 Paul Russell Rd	Tallahassee	FL	32301
650 Trojan Trail	Tallahassee	FL	32301
7200 Lawton Chiles Lane	Tallahassee	FL	32312
723 Orange W	Tallahassee	FL	32312
727 S. Calhoun St	Tallahassee	FL	32301
800 Alabama st	Tallahassee	FL	32304
8037 Deerlake E	Tallahassee	FL	32312
860 Blountstowm	Tallahassee	FL	32304
915 Hillcrest St	Tallahassee	FL	32305
9373 Woodville Highway	Tallahassee	FL	32305
9902 Deerlake W	tallahassee	FL	32312

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ATTACHMENT B

E-RATE AND/OR RHC/HCF PROGRAM SUPPLEMENT

This E-rate and/or RHC/HCF Program Supplement ("Supplement") is between CenturyLink Sales Solutions, Inc. and its affiliated entities ("CenturyLink" or "Lumen") and Customer and supplements Customer's E-rate and/or RHC/HCF Program Addendum previously signed by Customer in 2023, CLM# 3106509. This Supplement provides additional terms and conditions applicable to Customer's purchase of certain telecommunications services, equipment or both as identified in the attached Amendment ("Service") 59265591. The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") or under the Rural Health Care Program including the Healthcare Connect Fund ("RHC/HCF Programs") established by the Federal Communications Commission ("FCC") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the FCC, or under state or local corollaries to the E-rate Program or RHC/HCF Programs (collectively, the discounts or other benefits are referred to as "Support"). Except as set forth in this Supplement, capitalized terms will have the definitions assigned to them in the Agreement. This Supplement is binding when acknowledged by Customer or when Customer receives Service.

1. Service Commencement Date or Start of Service Date. Customer's Service identified in the attached Amendment will commence as selected in the below table and will continue for the number of months remaining in the Term of the underlying Agreement, unless earlier terminated in accordance with the Agreement. Should Lumen continue to provide Service after the expiration of the Service Term, the Service Term will continue on a month-to-month basis at the then current month-to-month rates, which may be terminated by either party upon 30 days written notice to the other party. Notwithstanding anything to the contrary elsewhere in the Agreement, the Service subject of the attached Amendment will begin according to the following option selected by Customer:

<input checked="" type="checkbox"/> Option 1.	The Service subject of the attached Amendment will begin on the date the last party signs the Amendment and will continue for the number of months remaining in the Term of the underlying Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 2.	The Service will begin on July 1, 2024 or when Service is installed/upgraded, whichever is later, and will continue for the number of months remaining in the Term of the underlying Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	After the initial execution of the Amendment by the parties, the Service will not commence until the date that Lumen receives USAC's Funding Commitment Decision Letter and/or Support Schedule for the applicable Service. But if Lumen receives USAC's Funding Commitment Decision Letter before July 1, 2024, the Service will begin July 1, 2024 and will continue for the number of months remaining in the Term of the underlying Agreement. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.

2. Precedence and Interpretation. The terms and conditions of this Supplement take precedence over all conflicting terms and conditions in the Agreement as it relates to the Service subject of the attached Amendment. All other terms and conditions of the Agreement and the E-rate and/or RHC/HCF Addendum remain unchanged.

Acknowledged this ____ day of _____, 20__.

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LEON COUNTY SCHOOL BOARD

Rosanne Wood
Authorized Signature

Rosanne Wood
Name Typed or Printed

Chair
Title

4/23/2024
Date

Updated: November 1, 2023

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ATTACHMENT C

LEON COUNTY ADDITIONAL TERMS AND CONDITIONS – DTC-24-10XX – WIDE AREA NETWORK SERVICES

These Supplemental Terms and Conditions (“Customer Supplemental Terms and Conditions”) are between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (“Customer”), and CenturyLink Sales Solutions, Inc. located at 931 14th Street, Denver, CO 80202 (“CenturyLink” or “Lumen”). The Customer and CenturyLink are collectively referred to herein as “parties,” and individually as a “party.” The CenturyLink Custom Cover Agreement and all Attachments outlined in Section IV below, included these Supplemental Terms and Conditions, form the (“Agreement”). All capitalized terms shall have the meaning assigned to them in the Agreement unless otherwise defined here.

CenturyLink responded to Customer’s Request for Proposal, No: RFP 253-2024, Wide Area Network Services. Customer has accepted CenturyLink’s Proposal and enters into the Agreement in accordance with the terms and conditions of RFP 253-2024, Wide Area Network Services.

Accordingly, and in consideration of the mutual promises contained in the Agreement, the parties agree as follows:

I. **Scope of Work**

The services and/or commodities to be provided by CenturyLink pursuant to the Agreement are defined in RFP 253-2024, Wide Area Network Services, and all Addenda which are referenced and incorporated herein.

After the execution of the Agreement, the parties will mutually agree on an implementation plan, with full implementation to begin no later than July 1, 2024.

Customer and CenturyLink agree that any additional provisions or requirements that further define or adjust the scope of work must be mutually agreed upon and incorporated by a formal Amendment to the Agreement signed by both parties as prescribed in Section V.

II. **[RESERVED]**

III. **[RESERVED]**

IV. **Agreement**

The Agreement, together with the following Attachments, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Attachments attached to the Agreement are incorporated in their entirety and form a part of the Agreement. The Agreement has the following Attachments:

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- a) Attachment A: CenturyLink Nontariffed Business Products and Services, including Exhibit 1 (“Standard Terms and Conditions for Communications Services”), Exhibit 2 (“CenturyLink Local Government Customer Annex”), Exhibit 3 (“Embarq Classic Ethernet Services Annex”), and Exhibit 4 (“Contract Site List”);
- b) Attachment B: E-Rate and/or RHC/HCF Program Supplement;
- c) Attachment C: Customer Supplemental Terms and Conditions;
- d) Attachment D: RFP 253-2024, Wide Area Network Services and all Addenda;
- e) Attachment E: CenturyLink Sales Solution, response to RFP 253-2024, Wide Area Network Services;
- f) Attachment F: CenturyLink Sales Solution, cost proposal;

In case of a conflict, the documents shall have priority in the order listed:

- a) Attachment A: CenturyLink Nontariffed Business Products and Services, including Exhibit 1 (“Standard Terms and Conditions for Communications Services”), Exhibit 2 (“CenturyLink Local Government Customer Annex”), Exhibit 3 (“Embarq Classic Ethernet Services Annex”), and Exhibit 4 (“Contract Site List”);
- b) Attachment B: E-Rate and/or RHC/HCF Program Supplement;
- c) CenturyLink Custom Cover Agreement;
- d) Attachment C: Customer Supplemental Terms and Conditions;
- e) Attachment D: RFP 253-2024, Wide Area Network Services and all Addenda;
- f) Attachment E: CenturyLink Sales Solution, response to RFP 253-2024, Wide Area Network Services;
- g) Attachment F: CenturyLink Sales Solution, cost proposal;

V. Amendments

No oral modifications to the Agreement are acceptable. All modifications to the Agreement must be in writing and signed by both parties, except changes to Section VII, below.

Notwithstanding the order listed in Section IV, amendments issued after Agreement execution may expressly change the provisions of the Agreement. If an amendment expressly alters the Agreement, then the most recent amendment will take precedence.

[RESERVED]

Contract Management

The Customer employee who is primarily responsible for maintaining the Contract Administration file is:

Shelly Kelley, Coordinator
Office of the General Counsel
Leon County Schools
3397 West Tharpe Street
Tallahassee, FL 32303

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Telephone (850) 488-1206
Email: kelleys2@leonschools.net

Customer's Contract Manager is:

Dale Joiner, Director, Technology & Information Services
520 South Appleyard Drive
Tallahassee, FL 32304
(850) 487-7379
Email: joinerd@leonschools.net

Customer may appoint a different Contract Administrator or Manager, which will not require an amendment to the Agreement, by sending written notice to CenturyLink. Any communication to the Customer relating to the Agreement shall be addressed to the Customer's Contract Manager, or designee.

CenturyLink has assigned the following individual to serve as the designated contact person for the Agreement:

Primary Contact:

Matthew Montgomery, Executive Vice President
Lumen Technologies Group
300 North Beach Street
Daytona Beach, FL 32114
Telephone: (386) 239-7245
Email: matt.montgomery@bbrown.com

All questions and customer service issues concerning the Agreement shall be directed to CenturyLink's designated contact person, above. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel, as required, to answer questions and resolve issues. CenturyLink must provide written notice to the Customer's Contract Manager, or designee, if a new employee is designated as the contact person for the Agreement.

[RESERVED]

[RESERVED]

Subcontracts

CenturyLink is fully responsible for all work performed under the Agreement. CenturyLink may, upon receiving written consent from the Customer's Contract Manager, or designee, enter into written subcontract(s) for performance of certain obligations under the Agreement. No subcontract shall relieve

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CenturyLink of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by CenturyLink.

It is understood and agreed that the Customer shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that CenturyLink shall be solely liable to the subcontractor for all expenses and liabilities under the Agreement. All subcontractors are subject to the same background check requirements as are referenced in Attachment D: RFP 253-2024, Wide Area Network Services and all Addenda.

Price Adjustments

Any price decrease effectuated during the Agreement period by reason of market change or special sales offered to other customers shall be passed on to the Customer. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration of the Agreement term. The Customer may, at its sole discretion, review a request from CenturyLink for an equitable adjustment in Agreement pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace, outside of CenturyLink's control. Requests shall be submitted to the Customer's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The Customer will consider the request and respond within 30 days. CenturyLink shall continue to fill orders at the current Agreement pricing until a decision has been made.

Additions/Deletions

During the term of the Agreement, the Customer reserves the right to add or delete the number of commodities or services, when considered to be in its best interest. Pricing shall be comparable to amounts awarded as long as services are on-net, facilities are available, and no special construction is required to deliver services being modified.

Other Conditions

A. Public Records

CenturyLink agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CenturyLink does not transfer the records to the Board; and (d) upon completion of the Agreement, transfer, at no cost to the Board all public records in possession of CenturyLink, or keep and maintain public records required by the Board to perform contractual obligations. If CenturyLink transfers all public records to the Board upon completion of the Agreement, CenturyLink shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If CenturyLink keeps and maintains public records upon completion of the Agreement, then CenturyLink shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its

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information technology systems. The Board may unilaterally terminate the Agreement for refusal by any CenturyLink to allow public access to all documents, papers, letters, or other material made, or received by CenturyLink in conjunction with the Agreement unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, CenturyLink may be subject to penalties under Section 119.10, F.S.

If CenturyLink has questions regarding the application of Chapter 119, Florida Statutes, to CenturyLink's duty to provide public records relating to the Agreement, contact the custodian of public records at:

**Leon County Schools
ATTN: Julie Jernigan
2757 West Pensacola Street
Tallahassee, Florida 32304
Telephone: (850) 487-7177
Email: jerniganj@leonschools.net**

B. [RESERVED]

C. [RESERVED]

D. [RESERVED]

E. [RESERVED]

F. [RESERVED]

G. [RESERVED]

H. Venue and Jurisdiction

The laws of the State of Florida shall govern any dispute arising from the transactions in the Agreement, and the venue for any related legal actions shall be Leon County, Florida.

I. Scrutinized Companies CenturyLink Certification

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CenturyLink certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Agreement exceeds \$1,000,000.00 in total, (not including renewal years), CenturyLink certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., CenturyLink agrees the Customer may immediately terminate the Agreement for cause if CenturyLink is found to have submitted a false certification or if CenturyLink is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Agreement. CenturyLink certifies that it is not participating in a boycott of Israel.