

Original Copy

Bid # 1

August 20, 2018

Proposal for Hosted Voice Over Internet Protocol Telephony (VoIP) Service

State of Nebraska State Purchasing
Contractual Services/RFP 5885 Z1



CenturyLink Proposed Hosted VoIP Solution

 **ORIGINAL**

 **CenturyLink®**

Legal Statement

Informational Purposes Only

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

Contract and Service Terms

CenturyLink has provided its exceptions to and alternative language to the terms and conditions contained in the RFP and has attached to this bid response our CenturyLink Contract. CenturyLink is proposing to provide its Services pursuant to the CenturyLink standard contract, service attachments, service exhibits and SLAs attached to this bid response (the "CenturyLink Contract"). If there is any conflict between the responses provided and the CenturyLink Contract, the CenturyLink Contract controls and contains the complete CenturyLink offer. CenturyLink is happy to discuss our responses and the CenturyLink Contract in greater detail upon our further progression in the proposed award of this business to CenturyLink, and we are willing to negotiate and modify it with additional mutually agreed upon terms and conditions as described throughout our response.

Critical 9-1-1 Circuits

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

Insurance

CenturyLink purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. CenturyLink's standard coverage is in accordance with generally accepted industry standards for the type services and/or work proposed. CenturyLink's Memorandum of Insurance is attached to the bid response.

Confidentiality

CenturyLink's proposal may contain CenturyLink trademarks, trade secrets, and other proprietary information and may not be disclosed to a third party without the prior written consent of CenturyLink. CenturyLink acknowledges that the proposal may be subject to disclosure in whole or in part under applicable freedom of information, open records, or sunshine laws and regulations (collectively, "FOI"). CenturyLink requests that customer provide CenturyLink with prompt notice of any intended disclosures, including copies of 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.

Affiliated Companies

CenturyLink services are provided through affiliated companies. The CenturyLink Contract will identify the legal CenturyLink affiliate providing the services.

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August 20, 2018

Nancy Storant / Annette Walton
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Storant and Ms. Walton,

CenturyLink Communications, LLC, (hereafter "CenturyLink") an affiliate of CenturyLink, Inc. is pleased to present this response to your Request for Proposal for Hosted Voice Over Internet Protocol Telephony (VoIP) Service.

CenturyLink has made every effort to respond with accurate and relevant information in compliance with the RFP specifications. CenturyLink reserves the right to correct any errors and to modify any responses based on the final solution or information received during further discussions. Notwithstanding anything in this response to the contrary, including CenturyLink's signature on its response, CenturyLink will not be legally bound until execution of a mutually agreed-upon definitive agreement.

In order to extend to State of Nebraska commercially competitive pricing, the basis for any resulting agreement, if awarded to CenturyLink, will be the terms and conditions reflected in the CenturyLink's Master Service Agreement. CenturyLink does not consider its RFP response as a binding agreement for the provision of services nor does CenturyLink's response in any manner convey or infer a blanket acceptance of the State of Nebraska Terms and Conditions attachment, despite anything to the contrary required or requested. CenturyLink agrees to negotiate a final agreement containing mutually acceptable terms with State of Nebraska upon award. If State of Nebraska elects to continue discussions with CenturyLink or to subsequently award the RFP to CenturyLink, then State of Nebraska is deemed to acknowledge and accept the above limitation.

Per your instructions, we have delivered one (1) hard copy of our response to your attention.

Should you have any questions or require additional information, please do not hesitate to contact me at (402) 998-7392.

Best Regards,

A handwritten signature in black ink, appearing to read "Jon L. Osborne".

Jon L. Osborne
Senior SLED Relationship Manager
CenturyLink
118 South 19th Street
Omaha, NE 68102
(402) 998-7392
jon.osborne1@centurylink.com

Executive Summary

The State of Nebraska

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), has issued a Request for Proposal (RFP) Number 5885 Z1 for selecting a qualified Bidder to provide Hosted Voice Over Internet Protocol Telephony (VoIP) Service.

CenturyLink Innovation

CenturyLink would like to thank The State of Nebraska for the invitation to respond to the Request for Proposal Hosted Voice Over Internet Protocol Telephony (VoIP) Service. CenturyLink is an industry-leading, Gartner-recognized, IT solutions company with a high commitment to industry innovation. CenturyLink is committed to offering the best, most advanced, reliable solutions to our customers. What's more, CenturyLink is committed to investment in Nebraska with continued investment in communications and broadband infrastructure throughout the State. Along with the Omaha's CenturyLink Center, our firm invests millions of dollars throughout regional centers to operate our world class network infrastructure and provide a multitude of Voice, Data and Security Platforms to State Local and Federal Governments.

CenturyLink RFP Solution

CenturyLink is a Tier 1 Provider that can deliver high-quality connective services and products to agencies in Nebraska. We have worked diligently with the State in the last year to fully understand the state's Centrex landscape and have carefully studied the request for proposal.

CenturyLink understand the level of complexity in migrating multi-site Centrex services to a Unified Communication Hosted VoIP platform and has proven so in implementing The State of Iowa ICN, The State of Colorado, The State of Texas, The State of Arizona and the United States Senate. CenturyLink also understands the specifics of the Federally mandated regulations forcing, compliance-bound public-sector environments. CenturyLink not only recognizes these requirements but has developed the RFP responses to comply with these regulations.

We recognize that The State of Nebraska has a need for a solution that not only conforms to the specification standards but also takes into consideration the state's budget constraints. For this reason, CenturyLink is providing two separate proposals for consideration by the State of Nebraska.

Our Hosted VoIP solution meets the specification requirements outlined in RFP 5885 Z1 and is a cost-effective platform that suites the State of Nebraska needs. CenturyLink's Hosted VoIP platform is pending FIPS 140-2 certification (Section SN-3) and is the solution that was recently implemented at the Iowa Communication Network (ICN). CenturyLink specifically designed and customized the encryption platform to meet ICN specifications and standards. We are also including our Government Specific UCaaS product which is FIPS 140-2 certified and fully compliant with all FedRAMP specifications in a separately submitted RFP.

CenturyLink Hosted VoIP is a new Hosted VoIP platform being powered by the Broadworks BroadSoft feature server, provided by BroadSoft. CenturyLink Hosted VoIP is being offered as an ala carte solution. Customers can have as few as one seat and grow to as many as 10,000 seats per location. A seat includes a basic, standard, premium, or voicemail only seat feature package, the recommended Polycom handset model, and a bundle of Long Distance/

minutes that are based on the number of seats the customer purchases. CenturyLink's Hosted VoIP platform conforms to both standards outlined in this RFP and is a proven solution implemented by CenturyLink around the country.

CenturyLink Hosted VoIP Methodology

CenturyLink Hosted VoIP is a next-generation business VoIP solution that improves workforce productivity, so you can focus on your core business -- not your telecommunications. With PBX features and functionality without the expense of an on-site PBX, Hosted VoIP maximizes the return on communication spend, reduces total cost of ownership, and eliminates large capital investments. The Hosted VoIP pricing structure is a manageable and scalable monthly fee based on seats and feature elections. CenturyLink Hosted VoIP uses the BroadSoft BroadWorks platform, and is the ideal solution for businesses that:

- Need up to 80,000 seats per enterprise
- Don't want to purchase or maintain a premises-based phone system
- Are looking for advanced call management features
- Want to improve customer service
- Want to increase office efficiency
- Need to maximize return on communications spending

Hosted VoIP offers advanced calling features over our privately-owned fiber network using the BroadSoft BroadWorks platform. That means your calls can be routed faster, you can set multiple devices to ring at the same time or in an order, and you can get voicemail by phone, email, or online:

- Add, move, or change features easily online. And take advantage of our Business Communicator app that lets you talk or video chat, share your desktop or files, and instant message with colleagues.
- All of this means you're more accessible to more people in more places, and your business benefits from increased collaboration and stronger communication among employees with faster customer response times.
- CenturyLink Hosted VoIP scales easily and includes all upgrades and improvements, at no additional cost to you. With all IP phones included and per-seat pricing, you can't go wrong.

Hosted VOIP service allows you to:

- Share a single dial plan for entire company, even if you're geographically distributed or have no primary office.
- Combine the receptionist's IP phone with the Receptionist PC Console to make it easy to monitor users within their business group and perform click-to-transfer and click-to-dial right from their computer.
- Make calls remotely as though you're at work using your home telephone and receive the same features as any office user.
- Be reached wherever you are by setting your phone to ring multiple devices either at the same time or in a particular order.
- Retrieve your voicemail messages through your phone, by email, or through the user portal (unified messaging). You can also add on voice mail transcription to convert your voice message to text.
- Adjust administrative settings, end user preferences, phone features, etc... right from our on-line portals.
- Record conversations between your employees and your customers as needed to support your business processes.
- Use our convenient toolbar to access mobility features, such as click-to-dial functionality and call management, so your employees can connect (using a computer).

CenturyLink Hosted VoIP Options

CenturyLink understands the size and scope of this project. We also understand the time and man power constraints the State may have in managing the endpoints of a Hosted VoIP solution. As an add-on option to the Hosted VoIP platform CenturyLink can provide a fully managed Hosted VoIP solution that mirrors that of the State of Iowa's ICN. CenturyLink's Hosted VoIP also supports multiple certified CPE options that are fully in compliance with the State of Nebraska CPE specifications. CenturyLink is providing Polycom certified phone solutions in this RFP.

CenturyLink Account Team

CenturyLink's account team will provide the highest level of service to The State of Nebraska, doing our part to ensure that the State's mission is achieved. We have a dedicated account team with a commitment to build a long and mutually beneficial relationship with the state of Nebraska. Our core account team has extensive experience in the industry and a track record of managing contracts, accounts, reporting, billing, and problem resolution.

The local, Nebraska CenturyLink dedicated Account Team consists of the following team members:

- Jon Osborne, Senior SLED Relationship Manager
- Hollie Messinger Senior SLED Relationship Manager
- Denise Jackson, CenturyLink Account Consultant
- Justyn Hauck, Senior Sales Engineer
- Kevin Czaicki, Senior Post Sales Engineer
- Cory Skoumal, Service Manager
- Kelly Dial, Regional Engineering Manager
- Michael J. Myers SLED Sales Manager
- LeAnn Coe, SLED Regional Director
- Julie Darrington, Vice President of Operations

Our team prides itself in being customer focused, responsive, and a trusted partner to valued customers such as The State of Nebraska. We provide power companies with innovative solutions for their voice, data and equipment requirements. Our customer service commitment is embraced by our executive team and every person in our company.

CenturyLink's Commitment to Customer Service

CenturyLink has designed a Hosted VoIP solution that meets the State's needs for innovative Hosted VoIP services. CenturyLink will provide The State of Nebraska with responsive and dedicated technical support. Our bid shows our commitment to providing quality services. Our proposal focuses on meeting and exceeding your expectations as follows:

- The State of Nebraska will have a solution that will meet and exceed specifications and requirements
- The State of Nebraska will have a solution that will minimize telecommunications costs
- The State of Nebraska will have a partner that understands the needs of power companies
- The State of Nebraska will receive of accurate and quick billing
- The State of Nebraska will have service provider that is recognized for excellent customer service

We welcome this opportunity to serve The State of Nebraska's Hosted Voice Over Internet Protocol Telephony (VOIP) needs. We will meet weekly/monthly with the State to understand the State's goals and changing needs, to plan technology refreshes, and to identify ways to reduce costs. CenturyLink values The State of Nebraska's relationship and looks forward to strengthening our relationship with the implementation of CenturyLink's Hosted VoIP platform.

We thank The State of Nebraska for considering CenturyLink and look forward to the next step in the selection process. Please do not hesitate to contact us if there is additional information needed for evaluation.

PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

*It is the responsibility of the bidder to check the web site for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Web site address is as follows:
<http://das.nebraska.gov/materiel/purchasing.html>*

Further, Sections II through VII must be completed and returned with the proposal response.

- CenturyLink has read and understands and has complied. Note that Sections II. through V. are provided in the Technical response section of the response. The language of Section VI. has not been explicitly included, as the response itself includes the submission requirements as defined in that section. The response to Section VII. is provided in the Cost Proposal Section.

1. REQUEST FOR PROPOSAL
FORM

1. REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

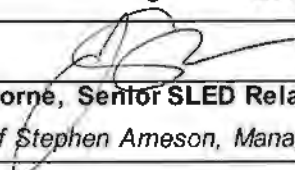
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. “Nebraska Contractor” shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	CenturyLink Communications, LLC
COMPLETE ADDRESS:	931 14th Street, Suite 900 Denver, Colorado 80202
TELEPHONE NUMBER:	(402) 998-7392
FAX NUMBER:	(303) 391-2291
DATE:	August 17, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jon Osborne, Senior SLED Relationship Manager <i>(On behalf of Stephen Ameson, Manager Offer Management)</i>

Form A

Bidder Contact Sheet

Request for Proposal Number 5885 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	CenturyLink Communications, LLC
Bidder Address:	118 South 19th Street Omaha, Nebraska 68102
Contact Person & Title:	Jon Osborne, Senior SLED Relationship Manager
E-mail Address:	jon.osborne1@centurylink.com
Telephone Number (Office):	(402) 998-7392
Telephone Number (Cellular):	(402) 216-1009
Fax Number:	(303) 391-2291

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	CenturyLink Communications, LLC
Bidder Address:	118 South 19th Street Omaha, Nebraska 68102
Contact Person & Title:	Jon Osborne, Senior SLED Relationship Manager
E-mail Address:	jon.osborne1@centurylink.com
Telephone Number (Office):	(402) 998-7392
Telephone Number (Cellular):	(402) 216-1009
Fax Number:	(303) 391-2291

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. **BIDDER IDENTIFICATION AND INFORMATION**

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

- CenturyLink Communications, LLC is a Delaware Domestic Limited Liability Company.

CenturyLink, Inc. is the indirect parent company and is a Louisiana Domestic Corporation. The headquarters is located at 100 CenturyLink Drive, Monroe, Louisiana 71203.

In 1930, William Clarke and Marie Williams purchased the Oak Ridge Telephone Company for \$500 from F.E. Hogan, Sr., there were 75 paid subscribers. The switchboard was relocated to the Williams' front parlor, so the family could man the board 24-hours a day. The exception was between 10 a.m. and 3 p.m. Sundays, when the office closed for church and dinner. Marie wrote out the bills by hand, and eight-year-old son Clarke McRae Williams delivered them on his bicycle. In 1946, Clarke McRae Williams married Mary Kathryn Lee on his return from service in World War II. His parents gave the company to the couple as a wedding gift.

The company was incorporated as Central Telephone and Electronics Corporation in 1968, later changed its name to Century Telephone Enterprises, Inc. in 1971, and then was called CenturyTel, Inc. from 1999 to 2010.

The company began operating under the name CenturyLink following the acquisition of Embarq Corporation in 2009. This acquisition positioned the combined company as the largest independent telecommunications provider and fourth largest telecommunications provider – based on access lines – in the United States.

With the acquisition of Qwest (2010) and Savvis (2011), CenturyLink became a national communications company providing broadband, voice and wireless services to consumers and businesses across the country; advanced entertainment services under the CenturyLink® Prism® TV and DIRECTV brands; and data, voice and managed services to business, government and wholesale customers in local, national and select international markets through its high-quality advanced fiber optic network and multiple data centers.

Over the next 5 years, CenturyLink acquired a number of companies that propelled CenturyLink in its transformation to an integrated provider of advanced IP-enabled network, cloud, hosting and IT services.

Following the divestiture of its data centers and related colocation business to BC Partners in 2017, CenturyLink acquired Level 3 Communications. This transaction positions CenturyLink as the second largest domestic communications provider serving global enterprise customers and will further enable the company to connect its customers to the power of the digital world. Along with millions of consumer customers, the combined company will also have fiber optic networks connecting tens of thousands of business clients and carry internet and corporate data across the U.S., Europe and South America, allowing enterprise customers more bandwidth, better products and greater capabilities to run their business.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

- CenturyLink's financial information is provided on the following pages. In addition, complete, up-to-date financial information, please go to ir.centurylink.com for any additional information.

Income Statement (All numbers in thousands)

Period Ending	12/31/2017
Revenue	
Total Revenue	17,656
Cost of Revenue	8,203
Gross Profit	9,453
Operating Expenses	
Research Development	
Selling General and Administrative	3,508
Non Recurring	
Others	3,936
Total Operating Expenses	
Operating Income or Loss	2,009
Income from Continuing Operations	
Total Other Income/Expenses Net	12
Earnings Before Interest and Taxes	2,021
Interest Expense	1,481
Income Before Tax	540
Income Tax Expense	(849)
Minority Interest	
Net Income From Continuing Ops	1,389
Non-recurring Events	
Discontinued Operations	
Extraordinary Items	
Effect Of Accounting Changes	
Other Items	
Net Income	
Net Income	1,389
Preferred Stock And Other Adjustments	
Net Income Applicable To Common Shares	1,389

Balance Sheet (All numbers in thousands)

Period Ending	12/31/2017
Current Assets	
Cash And Cash Equivalents	556,000
Short Term Investments	-
Net Receivables	2,557,000
Inventory	-
Other Current Assets	1,081,000
Total Current Assets	4,194,000
Long Term Investments	-
Property Plant and Equipment	26,852,000
Goodwill	30,475,000
Intangible Assets	12,773,000
Accumulated Amortization	-
Other Assets	1,317,000
Deferred Long Term Asset Charges	-
Total Assets	75,611,000
Current Liabilities	
Accounts Payable	4,070,000
Short/Current Long Term Debt	443,000
Other Current Liabilities	344,000
Total Current Liabilities	4,857,000
Long Term Debt	37,283,000
Other Liabilities	7,567,000
Deferred Long Term Liability Charges	2,413,000
Minority Interest	-
Negative Goodwill	-
Total Liabilities	52,120,000
Stockholders' Equity	
Misc. Stocks Options Warrants	-
Redeemable Preferred Stock	-
Preferred Stock	-
Common Stock	1,069,000
Retained Earnings	1,103,000
Treasury Stock	-
Capital Surplus	23,314,000
Other Stockholder Equity	(1,995,000)
Total Stockholder Equity	23,491,000
Net Tangible Assets	(19,757,000)

Cash Flow (All numbers in millions)	
Period Ending	12/31/2017
Net Income	1,389,000
Operating Activities, Cash Flows Provided By or Used In	
Depreciation	3,945,000
Adjustments To Net Income	(557,000)
Changes In Accounts Receivables	31,000
Changes In Liabilities	(271,000)
Changes In Inventories	-
Changes In Other Operating Activities	(659,000)
Total Cash Flow From Operating Activities	3,878,000
Investing Activities, Cash Flows Provided By or Used In	
Capital Expenditures	(3,106,000)
Investments	-
Other Cash flows from Investing Activities	(5,765,000)
Total Cash Flows From Investing Activities	(8,871,000)
Financing Activities, Cash Flows Provided By or Used In	
Dividends Paid	(1,453,000)
Sale Purchase of Stock	(17,000)
Net Borrowings	6,826,000
Other Cash Flows from Financing Activities	2,000
Total Cash Flows From Financing Activities	5,358,000
Effect Of Exchange Rate Changes	(2,000)
Change In Cash and Cash Equivalents	363,000

Due to size of CenturyLink, various suits, proceedings, and claims typical for an enterprise business can be pending against CenturyLink at any one time. While it is not possible to determine the ultimate disposition and resolution of any suits, proceedings or claims, and whether they are consistent with CenturyLink's position, CenturyLink expects the outcome of such proceedings, individually or in aggregate, will not have a materially adverse effect on the financial condition or results of CenturyLink operations or its business segments; nor negatively affect its ability to provide the services proposed.

As a public corporation, CenturyLink is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. CenturyLink does not provide detailed information on litigation except through its securities filings. Please refer to CenturyLink's Annual Report on Form 10-K, available on <http://www.centurylink.com/> for a description of certain litigation or claims.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

- If there is a merger, divestiture, or other change in control at CenturyLink and as a result CenturyLink materially fails to provide Services as required by the agreement, Customer will

provide written notice to CenturyLink detailing the failure. If CenturyLink does not cure the failure within a reasonable time, Customer may, after providing written notice, terminate the affected Service elements without Termination Liability according to terms described in the CenturyLink Contract.

d. **OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

- CenturyLink
118 South 19th Street
Omaha, Nebraska 68102

e. **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

- CenturyLink has acted solely as a third-party vendor to the State of Nebraska and has been involved heavily in assisting to expand and maintain their voice and data networks. There are several contract(s) that CenturyLink maintains for the state both including voice and data services.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

- CenturyLink does not have any current employees who were or are assigned the state of Nebraska's account that were employees of the State specifically within the past twenty-four (24) months.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Sub contractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

- CenturyLink does not have any employees currently assigned the State of Nebraska's account as of the due date for proposal submission.

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed Sub contractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

- This question is extremely broad and would require disclosure of information that is confidential and beyond the scope of this RFP. Despite CenturyLink's reasonable efforts to avoid disputes, the sheer volume of contracts entered into by CenturyLink dictates that CenturyLink is occasionally involved in contract disputes. CenturyLink is not aware of any contract terminations or relevant defaults at the time of this response that will have a material negative impact on our ability to provide the services proposed.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

1. *Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:*
 - a) *The time period of the project;*
 - b) *The scheduled and actual completion dates;*
 - c) *The Contractor's responsibilities;*
 - d) *For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
 - e) *Each project description should identify whether the work was performed as the prime Contractor or as a Sub contractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.*

■ **State of Colorado**

In July 2012, CenturyLink took over management and support of a legacy State of Colorado owned Cisco Call manager platform that served approximately 4,500 users. This responsibility included day to day platform support including monitoring, management and MACD work efforts. Shortly after assuming management control, CenturyLink migrated the State of Colorado off the premise-based Cisco platform and on to a cloud based redundant platform hosted in two (2) CenturyLink data centers. This cloud-based platform became the primary platform over which the State of Colorado Office of Information Technologies delivered dial tone to their user base. As legacy platforms were retired, the users those platforms supported were migrated to the CenturyLink hosted VoIP platform. By December 2017, this platform provides dial tone to approximately 8,500 users. In December of 2017, the State of Colorado was migrated to CenturyLink's Hosted Collaboration Services (HCS) platform and the user base has expanded to approximately 12,500 users. The migration from the hosted VoIP platform to the HCS platform was seamless to the user base and the expansion of HCS to agencies like the Department of

Transportation and the Department of Revenue has had minimal end user impacts. CenturyLink project manages each conversion partnering with State of Colorado IT resources.

State of Colorado contact:

Bernadette Pasillas, *IT Manager*

Bernadette.Pasillas@state.co.us

(303) 764-7776

Phoenix Union High School District (State of Arizona)

The Phoenix Union High School District is a high school-only school district in Phoenix, Arizona, United States. It is one of five high school-only districts in the Phoenix area. The Phoenix Union High School District employs 2777 faculty members and educates 27,031 students. Phoenix Union High School District had a very old legacy phone system in which they consistently had problems maintaining lines and equipment. Working closely with CenturyLink they decided in 2015 to look for an option to replace the antiquated system. Through consultation they determined that they did not want to be in the business of maintaining a phone system and could utilize their resources in other areas. CenturyLink was able to provide a solution. CenturyLink implemented a managed VoIP solution that was scheduled to replace 3400 phones at 18 different locations. The implementation plan was scheduled to take place over 2 years. The implementation plan included migrating the lines incrementally with then less populated locations first then the other locations. The plan had a 2015 start time and 2017 completion time in which all deadlines for implementation were met in converting to the new platform.

Phoenix Union High School District contact:

Amy Remfrey, *IT Manager*

remfrey@phoenixunion.org

(602) 764-1202

State of Iowa (Iowa Communication Network ICN)

The ICN, a state agency, is the country's premier distance learning and state government Network, committed to continued enhancement of distance learning and providing Iowans with convenient, equal access to education and government. In March 2015, the State of Iowa and the Iowa Communications Network entered into a public private partnership to migrate the State from their existing four Siemens voice platforms onto the CenturyLink BroadSoft VoIP platform. A significant differentiator for the CenturyLink solution is our application of the FIPS 140-2 encryption, designed to comply with FedRAMP requirements. The ability to use encryption to protect sensitive call data, even from threats inside the network, helped us earn the ICN's business. The scope encompasses roughly 13,000 seats on the State Capital Complex as well as State offices, K-12, Public Libraries, and Higher Education facilities. CenturyLink has responsibility for installing, monitoring and managing all seats, switches, routers and public facing Network. The Iowa Communications Network continues to be the interface to the end user locations and takes all first call responsibility using their Network Operations Center. As part of

the project, CenturyLink created a State only tenant inside of our BroadSoft platform which runs in a high availability geographically diverse configuration. The Iowa Communications Network plans to have all existing phones migrated by the third quarter of 2018 and will continue to add new locations throughout the life of the project.

State of Iowa – Iowa Communications Network contact:

Randy Goddard, *Business Services Bureau Chief*

Randy.Goddard2@iowa.gov

(515) 725-8930

2. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

- CenturyLink will not be using any subcontractors for the proposed solution.

3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

- CenturyLink will not be using any subcontractors for the proposed solution.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

- **Jon Osborne - Senior SLED Relationship Manager**

Office (402) 998-7392/Cell (402) 216-1009

jon.osborne1@centurylink.com

The Account Manager's primary responsibility is to understand your company's business goals and objectives, and to formulate solutions that help you attain these goals. The Account Manager directs and coordinates the efforts of the team assigned to your account. Other responsibilities include:

- Assumes account responsibilities for new business applications, solution development, strategic long-term planning, and resource allocation.
- Provides consulting services on existing and new technologies that include voice, data, video, network and hardware applications.

- Responsible for contract drafting and compliance.
- Serves as first level escalation point for relationship and service impacting situations.

Hollie Messinger - Senior SLED Relationship Manager

Office (402) 998-7303/Cell (402) 540-2167

Hollie.E.Messinger@centurylink.com

State of Nebraska am Tier 1 account and CenturyLink has assigned two relationship managers to insure proper coverage and support. The Account Manager's primary responsibility is to understand your company's business goals and objectives, and to formulate solutions that help you attain these goals. The Account Manager directs and coordinates the efforts of the team assigned to your account. Other responsibilities include:

- Assumes account responsibilities for new business applications, solution development, strategic long-term planning, and resource allocation.
- Provides consulting services on existing and new technologies that include voice, data, video, network and hardware applications.
- Responsible for contract drafting and compliance.
- Serves as first level escalation point for relationship and service impacting situations.

Denise Jackson - Account Consultant

(419) 528-6059

denise.r.jackson@centurylink.com

The Account Consultant (AC) is responsible for service support for your network. The AC provides tactical day-to-day contact and acts as a consultant for the customer, the Account Team, and CenturyLink internal departments. Other responsibilities include:

- Acts as an advocate and escalation point for billing issues as required.
- Manages provisioning for services at the DS3 and above level.
- Provides project management on Moves, Adds, Changes (for projects that do not have an assigned project manager).
- Monitors and acts as the customer advocate with regard to Service Quality and provides escalation assistance as required.
- Works with System Engineers to provide alternatives / solutions.
- Manages contracts and handles contract renewals for network services.
- Handles orders for new or changes to 8XX services and updates to long distance VNS services

Justyn Hauck - Pre-Sales Engineer

(605) 977-2827

justyn.hauck@centurylink.com

In addition to ensuring that all recommended solutions meet or exceed requirements, the engineers are responsible for:

- Providing designs, technical guidance and alternatives for hardware and network opportunities.
- Providing consultative services on voice, data, and video applications.
- Assisting in strategic planning and disaster recovery planning and solution implementation.
- Pricing of complex products

Kevin Czaicki - Post Sales Engineer

Office (573) 886-3345 / Cell (573) 814-9714

kevin.czaicki@centurylink.com

The Post Sales Engineer provides you with a single point of contact for escalating and tracking any major service outages. The Service Manager responsibilities include:

- Provide single point of contact for Tier 2 service and maintenance escalations, i.e.: when the established escalation process fails, provide 24 x 7 escalation and support. This will include gathering technical resources as needed. Provide data and feedback to other internal organizations on chronic facilities shortages and performance issues. Resolution of any network problems that you may encounter - this includes escalation within CenturyLink as required.
- Analyze customer/network outages for chronic issues and initiate action to remedy future recurrences.
- Assist in preparing contingency plans in the areas of diversity and disaster recovery.
- Provide support, coordination, and guidance on quality service delivery processes and promote process improvement.
- Provide Service Level Agreement (SLA) management, chronic case management, and Reason For Outage (RFO) reporting

Toni Marshall - Service Delivery Coordinator (SDC) - Provisioning

(800) 772-9313 x2312012128

toni.marshall@CenturyLink.com

The Provisioning SDC is your dedicated contact for the provisioning of service DS1 and below. They are responsible for managing the design/non- designed service order activity to ensure timely order completion. The SDC works directly with the Account Team and customer to resolve outstanding customer issues and provide end to end order management. Responsibilities include:

- Recommend improvements to corporate/regional processes that hinder the delivery of exemplary customer service.
- Ensure all services provided comply with State Tariffs and FCC Regulations.
- Engage other departments to assist with resolution of customer provisioning concerns.
- Issue all service order requests and manage all requests through the DS1 level.
- Responsible for order entry, status notification, escalation, jeopardy tracking, error resolution, and timely order completion.

Carly Brant - Service Delivery Coordinator (SDC) Billing

(800) 772-9313 x2312016625

carly.brant@CenturyLink.com

- Ensure all services provided comply with State Tariffs and FCC Regulations.
- Engage other departments to assist with resolution of customer billing concerns.
- Ensure billing credits and adjustments are applied correctly and in a timely manner.
- Investigate and respond to billing inquiries.

Parnell Davis - (SDC) Billing

(800) 772-9313 x2312012564

parnell.davis@CenturyLink.com

The Billing SDC is your dedicated contact for billing related questions and resolving any outstanding billing issues. Responsibilities include:

- Ensure all services provided comply with State Tariffs and FCC Regulations.
- Engage other departments to assist with resolution of customer billing concerns.
- Ensure billing credits and adjustments are applied correctly and in a timely manner.
- Investigate and respond to billing inquiries.

Management Contacts

TITLE/DEPARTMENT	NAME	PHONE	CELL	E-Mail
Sales Manager	Michael Myers	(515) 330-8852	(515) 330-8852	Michael.J.Myers@centurylink.com
Sales Director	LeAnn Coe	(651) 312-7085	(612) 916-3855	LeAnn.Coe@CenturyLink.com
Sales Engineer Manager	Kelly Dial	(651) 312-7072	(612) 267-9554	Kelly.Dial@CenturyLink.com
Sales Support Manager	Mary Anderson	(402) 998-7386	(402) 215-2282	Mary.Anderson1@centurylink.com
Provisioning SDC Manager	Jon Klava	(612) 399-7733	(612) 399-7733	Jon.Klava@CenturyLink.com
Billing SDC Manager	Peg Woods	(651) 312-7012	(612) 272-1373	Peg.Woods@CenturyLink.com
Sales Support Director	Beth Mitchell	(602) 716-3630	(602) 573-2414	Beth.Mitchell@CenturyLink.com
V.P. Sales	Ken Lanzel	(602) 716-3551	(602) 505-6090	Ken.Lanzel@centurylink.com

Due to Human Resources and privacy issues, CenturyLink does not supply detailed resumes or references for our employees. CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Our team members go through extensive training and experience before being assigned to an account. We are very confident that you will be very pleased with the level of support you will receive from your Account Team.

j. **DEDICATED SUPPORT AND REPAIR TEAM**

The bidder must provide a single point of contact who is qualified to support the activities of order, installation and repair. The bidder must provide a list of personnel who will be assigned to the contract resulting from this RFP, as well as a current resume for each.

The State reserves the right to require the Contractor to replace any account team representative when the State determines that their performance is less than satisfactory. The Contractor must agree to make any requested replacement within 30 calendar days.

The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.

■ **Implementation and Project Management:**

Your Account Consultant, Denise Jackson, is the central point of contact for all orders during the Provisioning and Implementation process. She will coordinate and inform all parties during this period. Denise will ensure that all the steps listed below are thoroughly handled in a timely manner.

Denise will:

- manage the provisioning process to ensure circuits are completed within standard interval. She will manage orders to the Job Step interval in CenturyLink's Provisioning Systems.
- monitor all orders to ensure that there are no provisioning delays or system generated errors.

- produce a customized comprehensive spreadsheet, which will be sent to the customer and account team, containing up to date status and information for all orders.
- escalate orders to provisioning that are not on track with Standard Intervals and will involve management to escalate within the Provisioning and Engineering organizations.
- coordinate the circuit activation with the Customer, Sales Engineering and CenturyLink Provisioning.
- schedule the turn-up with the customer and the Service Manager

Post-sales Engineers will also be utilized for technical escalations during the provisioning process. Management escalations will go through the AC Team Lead and their management.

Denise will coordinate all conference calls and the Service Manager will be present or available by office telephone, cell phone or pager. The level of involvement on an activation is dependent on the type and size of the implementation. The Service Manager will be present during all complex installs.

Due to Human Resources and privacy issues, CenturyLink does not supply detailed resumes or references for our employees. CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Although CenturyLink works closely with customers to try to reach a good match between customer and Account Team, and with as little turnover as possible, ultimately the responsibility of assigning employees lies with CenturyLink to best meet the needs of the business.

CenturyLink has read and understands the State's request. CenturyLink has provided the list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts should be called in the order of the list below. All individuals listed below has the authority to expedite the installation and/or restoration of State service and is willing to work directly with OCIO personnel 24 hours a day, 365 days a year.

Kevin Czaicki – Post Sales Engineer

Office (573) 886-3345 / Cell (573) 814-9714

kevin.czaicki@centurylink.com

The Post Sales Engineer provides you with a single point of contact for escalating and tracking any major service outages.

Jon Osborne – Senior SLED Relationship Manager

Office (402) 998-7392/Cell (402) 216-1009

jon.osborne1@centurylink.com

The Account Manager directs and coordinates the efforts of the team assigned to your account.

Hollie Messinger – Senior SLED Relationship Manager

Office (402) 998-7303 / Cell (402) 540-2167

Hollie.E.Messinger@centurylink.com

The Account Manager directs and coordinates the efforts of the team assigned to your account.

Michael J. Myers – Manager SLED Sales

Office (515) 330-8852/ Cell (515) 330-8852

Michael.J.Myers@centurylink.com

The SLED Manager provides a manager contact for your Post Sales Engineer and your Senior SLED Relationship managers.

Peter Thompson – Manager Post Sales Engineer II

Office (602) 512 2691/ Cell (602) 577-2099

Peter.Thompson@CenturyLink.com

The Manager Post Sales Engineer II provides a manager contact for your Post Sales Engineer. The Manager Post Sales Engineer II will act as a back up to your post sales engineer.

Beth Mitchell – Senior Director of Support and retention

Office (602) 716-3630 / Cell (602) 573 2414

Beth.Mitchell@CenturyLink.com

The Senior Director of Support and retention is the contact at the Director Level and provides a Director contact for your Manager Post Sales Engineer II.

k. PERSONNEL AND MANAGEMENT APPROACH

A major factor in the success of the Project is the degree of collaboration between Contractor staff, the OCIO, and Agency staff. The Contractor is expected to work with key OCIO stakeholders, management and subject matter experts throughout the business and technology enterprise when conducting the project activities and developing the work products and deliverables. The Contractor is required to propose a project approach that incorporates the involvement of the OCIO staff in order to obtain information and feedback necessary to produce quality work products and deliverables.

In recognition of this, the OCIO has established a dedicated project team and management structure that will participate with the Contractor on the project. The bidders shall propose a project approach that incorporates assignments to the OCIO staff to affect knowledge transfer and collaborate in producing project deliverables. The meaningful participation of the OCIO throughout the project is critical to the successful operation of the VOIP system. While OCIO staff will participate in all contract activities, the Contractor remains responsible for the creation of all deliverables.

- CenturyLink's Project Coordinator will assign tasks to both the CenturyLink account team as well as the State of Nebraska's dedicated project team.

i. PROJECT MANAGER

The Bidder's proposal must describe policies, plans and intentions with regard to maintaining continuity of key personnel and the implementation team assigned to the project to avoid and minimize the impact of necessary staff changes.

- CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Although CenturyLink works closely with customers to try to reach a good match between customer and Account Team, and with as little turnover as possible, ultimately the responsibility of assigning employees lies with CenturyLink to best meet the needs of the business.

m. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- a) *name, address, and telephone number of the Subcontractor(s);*
 - b) *specific tasks for each Subcontractor(s);*
 - c) *percentage of performance hours intended for each Subcontractor; and*
 - d) *total percentage of Subcontractor(s) performance hours.*
- CenturyLink will not be using any subcontractors for the proposed solution.

TECHNICAL PROPOSAL

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations,
- d. Attachments A and/or B,
- e. Detailed project work plan; and
- f. Deliverables and due dates.

CenturyLink Hosted VoIP is a secure, reliable, and flexible solution that combines the highest performance standards and latest features, with the cost advantages and simplified management of a hosted solution. With Hosted VoIP, you can:

- reduce equipment and maintenance expenses.
- enable users to connect and collaborate from any Internet connection.
- provide administrators with easy-to-use tools for managing user and system changes.
- pay one low monthly fee, based on the number of users and required features.

Cloud computing is driving a fundamental shift in the way organizations and agencies are approaching their communications and collaboration needs. Governments and regulated industries are seeking to leverage the benefits of cloud computing to help reduce spending and increase security and privacy. CenturyLink has combined BroadSoft's best-in-class, cloud-based unified communications software with our top-tier networking to deliver a solution designed to meet the requirements of our local government customers. Our Hosted VoIP offering provides multi-site workplaces with an affordable, feature rich communications solution.

Hosted VoIP solutions are especially beneficial for organizations, IT leaders and agencies who want to:

- Increase Security and Privacy – Designed for compliance-bound public-sector environments.
- Reduce Cost and IT Complexity – Predictable pay-as-you-go costs, configure phone services quickly and free up IT resources
- Improve Collaboration and Engagement – Access unified communications features and integrate with mobile and desktop communication applications for improved productivity
- Retire Legacy PBXs/Phone Systems – Move phone and communications services to the cloud with greater confidence and flexibility
- Enable Work-from-Virtually-Anywhere Mobility – Extend phone services to authorized mobile devices

CenturyLink's understanding of the project is that the State of Nebraska OCIO needs a reliable, redundant, easily managed carrier-hosted Unified Communications solution that will replace your current combined Cisco UC, PRI and Centrex telecommunications platform.

As requested, the CenturyLink Hosted VoIP solution's application hardware, software, licensing, and all associated equipment infrastructure up to the voice gateway at each State of Nebraska datacenter will be owned and maintained by CenturyLink. The solution is designed around four essential components: **CenturyLink Managed Network, Handsets, Seats (TNs or DIDs), and Onsite services.**

CenturyLink Managed Network

The CenturyLink Hosted VoIP solution will be delivered on CenturyLink's IQ network -- engineered to be robust and redundant, so you can count on reliable service. Our IQ Private (MPLS) circuits provides quality of service (QoS), providing the voice service priority over other data traffic. This will provide the state with quality voice service. Please refer to the appendices for the service level agreements (SLAs) for our Hosted VoIP services, and our IQ Networking services.

This CenturyLink IQ network is the Managed Network infrastructure required to deliver the proposed Hosted VoIP solution to the OCIO aggregation points in the Lincoln and Omaha data centers. This network connectivity includes 1Gb Ethernet local loops to CenturyLink's Omaha and Lincoln IQ Networking Access POPs for connectivity to CenturyLink's IQ Private MPLS network edge devices for transport into the CenturyLink IP backbone and BroadSoft Hosted VoIP platform. CenturyLink has designed redundancy and diversity from the State of Nebraska datacenters into the CenturyLink MPLS network, which then extends into redundant BroadSoft datacenters to ensure business continuity for the State of Nebraska. In this design, there is one point in which services converge into a single building in Omaha, however we will provide equipment diversity in that location. We chose this design to be the most cost effective for the State of Nebraska. Should you decide that diversity design is not satisfactory, we can absolutely modify our proposal for the Lincoln location to be backhauled to Des Moines to give you additional diversity. A high-level diagram of the solution can be found in the appendices.

The CenturyLink Hosted VoIP solution will be monitored and managed to the voice gateway router included in the IQ Private MPLS network transport bundle. CenturyLink has included our Comprehensive Network Monitoring Service (NMS) to support the MPLS connections delivering the Hosted VoIP solution to the State's data centers. By using a combination of our best-in-class tools, the knowledge and skills of our experienced network management engineers and the right set of proactive and reactive procedures, NMS is not only proactive but predictive. If an issue should arise, NMS will hand-off via sub-ticketing to other repair teams within Century-Link, including ETAC, IP TAC, etc as needed. NMS, however, will always be the customer's SPOC (single point of contact) for any

issue involving the managed device and, as such, will communicate status of the service impairment directly with the customer. NMS provides:

- Continuous network monitoring – 24/7/365 proactive network monitoring to identify issues with monitored devices
- Real-time notification – your designated maintenance personnel contacted to resolve issues
- US-based Network Operations Center – available 24/7/365
- Performance management – proactive monitoring of managed devices to ensure they are performing at a level that meets or exceeds your needs
- Fault management and escalation – analysis of activities to isolate and correct unusual operational behaviors
- Configuration management – performs customer-requested changes and backs up configurations to ensure configuration integrity
- Online reporting – full suite of reporting capabilities available through Control Center
- Device management service level agreements – incident notification and response, change request acknowledgement and completion have performance thresholds that are covered under SLA
- Total customer agency for non-CenturyLink transport and/or non-CenturyLink CPE maintenance – CenturyLink is your single, expert agent in managing the resolution of all service and transport faults as well as CPE maintenance related issues
- IPSec tunnel management (optional) – a site-to-site premises-based (CPE-based) IP VPN management bundle for site-to-site WAN applications
- Router firewall configuration – configuration of the firewall module within a router to provide customers with a basic level of security

To be transparent, it is our understanding that the State of Nebraska wishes to manage their own network beyond the voice gateway across your statewide infrastructure. CenturyLink is willing to design to this specification, making it clear that our SLA will end at the voice gateway at each datacenter, as we will not have management visibility or control beyond that point. However, should the State of Nebraska OCIO decide upon award, or even after, that it would be preferable to allow CenturyLink to manage the solution all the way to the endpoints, that service is available to the State of Nebraska for additional fees. The makeup of that quote will take more discovery than was defined in this Request for Proposal, therefore those fees are not included in this response.

Handsets

CenturyLink's proposed Hosted VoIP solution includes as its endpoints Polycom SoundPoint IP Telephones. The SoundPoint IP family features comprehensive, interoperable, high-quality IP phone solutions for businesses and enterprises of all sizes. Polycom and CenturyLink Government Hosted VoIP deliver a complete end-to-end, fully-integrated VoIP solution that ensures seamless certified interoperability. Polycom is based on open architecture standards for both voice and video.

Please note that CenturyLink has also recently tested Cisco handsets for the proposed solution and may soon offer the State of Nebraska those handset options for an additional cost should that be your preference.

NOTE: For end-user training and support reasons, it is strongly recommended that you choose one vendor or the other.

Seats

CenturyLink Hosted VoIP offers ten seat types:

- Basic – Also known as a common area seat, limited features/functionality like call waiting, call park/pick-up and calling line ID. No voicemail is included with this seat, nor can voicemail be added.
- Standard – A more robust set of features including unified messaging, user toolbar and find me/follow me function.
- Premium – All the standard package features plus fixed to mobile functionality such as Anywhere and Remote Office.
- Conference - All premium package features, but with one of the Polycom conference room phones.
NOTE: Customers who do not need a Conference based phone (5000/6000/7000) for their conference room do not need to purchase a Conference Seat.
- Receptionist Seat – All the premium package features plus a handset with 2 sidecars.
- Administrator Seat – All the premium package features plus a handset with 1 sidecar.
NOTE: Customers who only need 1 sidecar only need the Administrator seat. The receptionist seat only provides an additional sidecar, not extra features.
- Analog Seat – All the premium package features with an ATA.
- Virtual Seat – All the premium package features without a desk endpoint. Intended to be used for additional lines/telephone numbers or with the Business Communicator (an add-on feature) for a mobile experience.
- Softphone Client - *(can be sold with any seat type – note the Anywhere feature Add-on feature (additional MRC/NRC), which allows a call to be 'pulled' from one device to another is not part of the Basic or Standard seats)* for PC, MAC IOS and Android operating systems (branded CenturyLink on the iTunes and Google Play stores).
- Voicemail Only – Includes a telephone number and a voicemail box

BASIC	STANDARD	PREMIUM
A cost-effective seat designed for use in a lobby, break room, cafeteria, or shop area that is not assigned to a specific user.	With a more robust set of features than the Basic seat, this seat is designed for general business, support and clerical personnel that don't require advanced features.	Designed for the majority of professional employees, this seat includes advanced IP phone features and a premium phone.
CONFERENCE	ADMIN	RECEPTIONIST
Get the features of a Standard seat, but with a phone designed for collaboration.	Get the features of a Premium seat, but with one receptionist sidebar for monitoring additional lines in the office.	Built to handle high volumes of concurrent incoming calls, this seat includes advanced features such as Microsoft® Outlook and Internet Explorer integration to help ensure effective call coverage.
VIRTUAL	VOICEMAIL	ANALOG
Designed to fit the needs of the majority of a company's professional employees without requiring an IP phone.	Use this seat to store voicemail and as a stand-alone voicemail box for after-hours calls that aren't directed to a specific person's voicemail.	Use this seat to connect old equipment that isn't IP-enabled, such as cordless phones, point of sale (PoS) devices, and low-volume fax machines.
CONTACT CENTER BASIC	CONTACT CENTER STANDARD	CONTACT CENTER SUPERVISOR
Get the features of a Premium seat, plus basic call queuing in the cloud (up to 25 calls) to allow a group of users with this seat type to receive high volumes of incoming calls.	Get the features of a Premium seat, plus call queuing (up to 50 calls) in the cloud and allow users with this seat type to log in and out of queues and view queue statistics.	Get the features of a Premium seat, plus administer Contact Center Standard users, log in and out of queues, view queue statistics, get real-time reporting, access historical reporting and monitor calls.

CenturyLink Hosted VoIP Features List

Hosted VOIP Feature	Basic User	Standard User	Premium User <small>(includes Receptionist, Admin, Virtual, Analog, Conference, and Contact Center Basic)</small>	Group, Administration and Enterprise Features
Administrator Portal				●
Anonymous Call Rejection		●	●	
Anywhere			●	
Assistant – Enterprise Toolbar (also called Toolbar)		●	●	
Authentication	●	●	●	
Audio Conferencing using CenturyLink Conference Services	●	●	●	●
Auto Attendant				●
Automatic Callback		●	●	
Barge-in Exempt			●	
Blind Call Transfer	●	●	●	
Busy Lamp Field		●	●	
Call Center using CenturyLink Interaction Routing	●	●	●	●

Hosted VOIP Feature	Basic User	Standard User	Premium User <small>(includes Receptionist, Admin, Virtual, Analog, Conference, and Contact Center Basic)</small>	Group, Administration and Enterprise Features
Call Detail Records				•
Call Forwarding Always		•	•	
Call Forwarding Busy		•	•	
Call Forwarding No Answer	•	•	•	
Call Forwarding Not Reachable	•	•	•	
Call Forwarding Selective		•	•	
Call Forwarding Selective by Digit Pattern		•	•	
Call Forward Screening Digits - added to each feature - more clear		•	•	
Caller ID Outgoing Blocking Per Call	•	•	•	
Call Intercept				•
Call Logs (on End User Portal)		•	•	
Call Logs (on Device)	•	•	•	
Calling Name Delivery	•	•	•	
Call Notify		•	•	
Calling Number Delivery	•	•	•	
Call Park and Recall	•	•	•	•
Calling Party Category	•	•	•	
Calling Plan Management				•
Call Pickup - Group	•	•	•	•
Call Recording Basic	Optional	Optional	Optional	
Call Recording Standard	Optional	Optional	Optional	
Call Recording Premium	Optional	Optional	Optional	
Call Return		•	•	
Call Transfer	•	•	•	
Call Waiting	•	•	•	
Conference N-Way Call		•	•	
Conference Three-Way Call		•	•	
Configurable Extension Dialing				•
Configurable Time Zones				•
Consultation Transfer	•	•	•	
Custom Contact Directories			•	•
Customer Originated Trace	•	•	•	
Custom Ringback user		•	•	
Device Manager				•
Distinctive Ringing (Priority Alert)		•	•	
Distinctive Ringing (Priority Alert) using Call by Digit Pattern		•	•	

Hosted VOIP Feature	Basic User	Standard User	Premium User <small>(includes Receptionist, Admin, Virtual, Analog, Conference, and Contact Center Basic)</small>	Group, Administration and Enterprise Features
Directed Call Pickup	●	●	●	
Directed Call Pickup with Barge-in			●	
Direct Inward/Outward Dialing (DID)	●	●	●	
Do Not Disturb		●	●	
End User Portal (EU)	●	●	●	
Enterprise-Wide Directory	●	●	●	●
Enterprise-Wide Group Services				●
External Calling Line ID Delivery	●	●	●	
Extension Dialing (Intercom)	●	●	●	
Fax Machine Interface	●	●	●	●
Feature Activation codes (FAC)	●	●	●	
Flash Call Hold	●	●	●	
Hold	●	●	●	
Hot Dial (Ring-Down Capability)	●	●	●	
Hoteling			●	
Hunt Groups	●	●	●	●
Hunt - Series Completion	●	●	●	●
Instant Group Call	●	●	●	●
Intercept	●	●	●	●
Internal Calling Line ID Delivery	●	●	●	
Last Number Redial	●	●	●	
Multiple Call Arrangement (MCA)		●	●	
Music On Hold	●	●	●	●
Outlook Integration		●	●	
Overhead Paging Interface	●	●	●	●
PAC - Project Account Codes	●	●	●	●
Paging Over Phones	●	●	●	●
Personal Directory		●	●	
Polycom Phone Features	●	●	●	
Peer to Peer Video			●	
Privacy Service	●	●	●	
Push to Talk (Intercom)		●	●	
Receptionist Web Client Software			Optional	
Ring Splash		●	●	
Remote Office			●	
Selective Call Acceptance		●	●	
Selective Call Acceptance using Call by Digit Pattern		●	●	
Selective Call Rejection		●	●	

Hosted VOIP Feature	Basic User	Standard User	Premium User <small>(includes Receptionsist, Adminin. Virtual, Analog, Conference, and Contact Center Basic)</small>	Group, Administration and Enterprise Features
Selective Call Rejection using Call by Digit Pattern		●	●	
Sequential Ring		●	●	
Secure SIP				●
Shared Call Appearance Buttons (SCA)	●	●	●	
Simultaneous Ring (Personal)		●	●	
SIP Authentication	●	●	●	●
Soft Client (Business Communicator) Voice/Video	Optional	Optional	Optional	
Soft Client (Business Communicator) Collaboration	Optional	Optional	Optional	
Speed Dial 8		●	●	
Speed Dial 100		●	●	
Two Stage Dialing		●	●	
Unified Messaging		●	●	
Voicemail		●	●	
Voicemail Access (on device)				
Voicemail Carbon Copy to EMAIL		●	●	
Voicemail Escape to Operator		●	●	
Voice Message Callback		●	●	
Voice Messaging Notification		●	●	
Voicemail Retrieval FAC		●	●	
Voicemail Scheduled Greetings		●	●	
VPAC - Verified Project Account Code	●	●	●	●

Business Communicator Soft Client is an add-on feature for existing standard or premium seats. This add-on feature allows for the user to use their desk phone from anywhere they have an internet connection and a computer or Smartphone. The number of softphone clients must be equal to, or less than, the number of seats in the design -- in fact, all seats in a solution may be softphones only.



Figure 1: Sample Business Communicator Screenshots

Enhanced 911 is an advanced 911 service that associates an address with the incoming call to a public safety answering point (PSAP). This allows emergency services to locate the caller without the caller having to verbally provide that information. Emergency 911 dialing provided with CenturyLink IP Voice products is not traditional 911 emergency dialing.

Hosted VoIP allows the end user to update their 911 address via the portal anytime a day. After phone number set up and porting on the original order, or MACD, CenturyLink passes provisions 9- 1-1 information based on precise “geo-coded” based coordinates. Administrators and users are required to update location information when a temporary move occurs. Updated can be done in the end user portal and if approved, will update under 15 minutes. Nomadic or V911 is provided to every phone numbers provisioned with the service. CenturyLink Government Hosted VoIP handsets can be moved to a temporary location (a V911 covered location other than the original location where the service was installed) for a maximum of 6 months due to taxing rules.

Onsite Services

CenturyLink will provide installation of the switches in each datacenter, and installation of the voice gateways at each datacenter. The State of Nebraska is responsible for LAN/WAN connectivity beyond that. Handsets are designed with a “phone home” provisioning URL that allows an auto- setup on the network. However, CenturyLink is willing to deploy handsets at each site for a nominal one-time per handset charge should the State of Nebraska prefer that option.

Implementation

Below is a high-level description of the steps required to implement the proposed solution. A more detailed version can be found in the appendices.

Step 1: Sign your contract and return to our sales team to begin your Hosted VoIP installation.

Step 2: We will introduce you to your project coordinator, account consultant, and system designer. This team will confirm your roles and responsibilities—as well as ours—with an overview of the proposed solution.

Step 3: CenturyLink enters your order and starts provisioning. This includes:

- installation of data transport circuit
- shipment of hardware
- introduce your system designer and discuss your end users training needs
- set up your end users in the VoIP portal

Step 4: CenturyLink installs your service

- install site hardware
- train your end users (system designer)

Step 5: CenturyLink ports your telephone numbers

- Select date & time to port your telephone numbers
- Activate VoIP services

Please note that the above outline is high level. CenturyLink is aware of the size and complexity of the State of Nebraska opportunity, and therefore would like to point out that once the service is turned up to the datacenters, that migration of individual sites/departments/agencies will be planned with Project Management and scheduled based upon what works for the State of Nebraska.

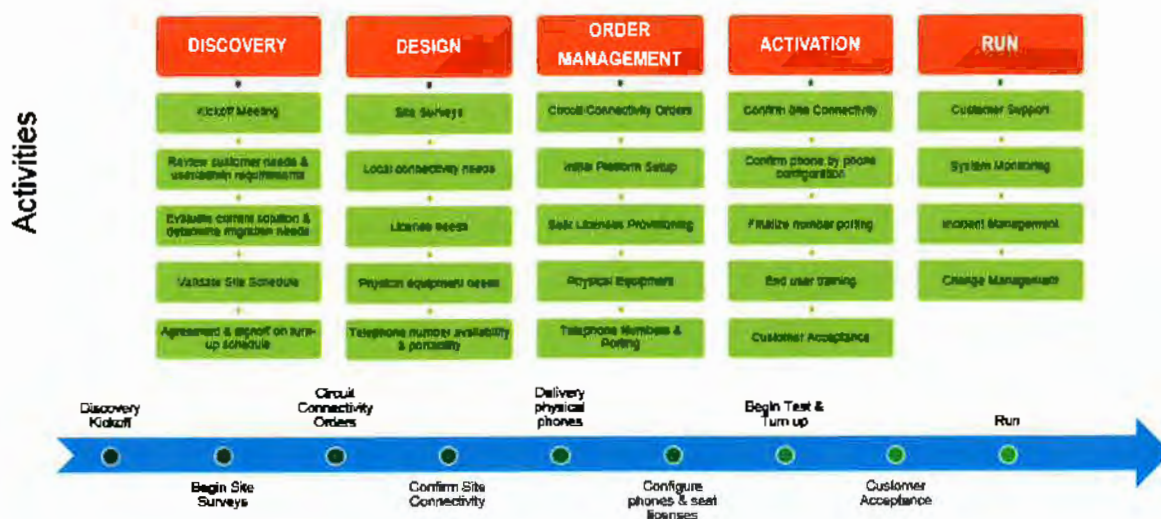


Figure 2: Implementation Methodology

Attachment B

Mandatory Requirements Checklist (MRC) Option B: Carrier Hosted Solution Request for Proposal Number 5824 Z1

Bidders must respond to the Mandatory Requirements Checklist using the matrix format provided and must not change the order or number of the requirements.

The responses in the MRC must indicate that the bidder intends to comply with each individual requirement by initialing the Acceptance box. Initialing the box with a no will be considered as not meeting the requirements of the bid and the bidder's proposal will be disqualified.

<u>System Requirements</u>	
Carrier-hosted solution	
SR-1	<i>The State requires that the bidder's solution provide call forwarding, both inside and outside of the system. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>Users can define criteria that causes certain incoming calls to be redirected to another destination. If an incoming call meets user specified criteria, the call is redirected to the user specified destination. Call forwarding can be set up to call forward on several conditions: always, when line is busy, or if there is no answer. The destination can be stations or users inside the Hosted VoIP platform, and externally outside the system, and are forwarded externally as PSTN calls</p> <p>Users can forward their calls from an endpoint instrument using feature buttons or feature access codes. Or for more controlled call forwarding scenarios, the end user can access their profile on the user portal, which provides the ability to set the forwarding destination addresses and criteria sets for determining which calls require forwarding. A criteria set can be based on incoming calling line identity, time of day, and day of week. Multiple criteria sets can be defined.</p> <p>The business continuity feature can automatically forward calls to an alternate number that you select ahead of time. Or changes can be made through the web based portal in real time as different scenarios may require different alternate routing plans.</p> <p>With outbound calling restrictions accessible to system administrations, certain call types (local calls, long distances, international, etc.) can also be restricted for transfers and forwarding. This can be set at the site level, or at a per end user customized setting.</p> <p>In addition, the site administrators can reroute phone numbers to new destinations in the administrative portal.</p>

SR-2	<i>The State will use telephone sets in line with computer workstations. All tele phone sets provided by the Contractor must include an internal 10/100/1000 base T switch. Describe how the solution meets this requirement.</i>
Bidder Response:	The Polycom VVX 311, 411, 501, and 601 desk phones listed in the proposal all support 10/100/1000 ethernet connections to computer workstations. The Polycom SoundStation IP 5000, IP 6000, and IP 7000 phones are intended for conference room applications and do not support workstation connectivity. The SPA122 is intended for analog applications and does not support workstation connectivity.
SR-3	<i>The bidder's solution must provide call transfer inside and outside of the system. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>The solution will support call transfer with the ability to transfer blind (enables a user to transfer a call to another party unannounced without conversation). To initiate a blind call transfer, the user hits the "transfer" button/icon and dials the add-on party. When the destination phone rings, the user hangs up and the call directed to the other party.</p> <p>Alternatively, the user can use a flash hook to initiate the transfer) or Attended (Enables a user to consult with the add-on party before transferring the caller. To initiate call transfer with consultation, the user hits the "transfer" button/icon and dials the add-on party. When the call is answered, the user can consult with the add-on party. To transfer, the user hangs up causing the caller to be connected to the add-on party or the user can use a flash hook to initiate the transfer.</p> <p>Users also have the option to have a three-way call instead by hitting the transfer button a second time after the add-on party answers the call.</p>
SR-4	<i>The bidder's solution must provide redial inside and outside of the system. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>Redial is supported giving the ability for the users to redial the last number they called by clicking the feature button on their phone or by dialing the Call Redial feature access code.</p> <p>In addition to the redial feature, most supported phones can store a list of recent received, missed, and placed calls. Call history includes such information as start date, start time, calling number, called number, caller ID, caller ID information (city and state), call duration, and type of call (outgoing, incoming and missed). This the exact functionality may vary depending on the make and model of the user's phone.</p> <p>Individual users can see their call history (outgoing, incoming and missed) in the user portal and place calls via the click to dial feature.</p> <p>Administrators can view the call history for each number assigned to their accounts in the administrative portal.</p>

SR-5	<i>The bidder's solution must provide caller ID capability for both the called and calling party. This feature must apply to internal and external calls. Describe how the solution meets this requirement.</i>
Bidder Response:	For external incoming calls, the solution supports Inbound Caller ID when it is properly provided by the calling party's carrier. This provides the calling number and name (when properly provided by the calling party's carrier) which can be displayed on the user's phone display, if equipped. For internal incoming calls, the solution will display the caller's name (as entered in the platform) and the caller's number. For outbound calls to external parties (PSTN calls), all outgoing calls from user stations reflect the Main Office Caller ID Number rather than the individual station number by default. In each site's setup, subscribers can be configured individually to use the main number as the outbound caller ID or their individual DID. If desired, the user also can block their number from being displayed as their outbound caller ID. The feature can be enabled for a single call or for all calls. The user controls the service via the soft phone client or through feature access codes. If activated, all calls or individual calls (depending on the feature access codes invoked) made by the user have the user's identity blocked. Available in Premium, Standard, Basic and Messaging Station selection.
SR-6	<i>Telephone sets must support Power over Ethernet (PoE) IEEE standard 802.03af. Provide the PoE current draw and power requirements for each proposed telephone in your proposal.</i>
Bidder Response:	All proposed telephone sets support and follow the 802.03af requirements. The current draw and power requirements for each are as follows: <u>IP 5000</u> : Idle - 3.7W , Call - 4.3W , Max - 6.0W , Class Advertisement - 2 <u>IP 6000</u> : Idle - 4.1W , Call - 5.0W , Max - 7.0W , Class Advertisement - 0 <u>IP 7000</u> : Idle - 4.6W , Call - 6.1W , Max - 9.9W , Class Advertisement - 0 <u>VX 311</u> : Idle - 2.2W , Call - 3.4W , Max - 4.0W , Class Advertisement - 2 <u>VX 411</u> : Idle - 2.5W , Call - 4.5W , Max - 5.0W , Class Advertisement - 3 <u>VX 501</u> : Idle - 4.1W , Call - 4.6W , Max - 5.0W , Class Advertisement - 4 <u>VX 601</u> : Idle - 4.2W , Call - 4.8W , Max - 5.7W , Class Advertisement - 4
SR-7	<i>The System must be configured so that all internal calling will be 10 Digit dialing. All local calling will be dialed using 9 + xxx-xxx-xxxx, and toll calling dialed using 9 + 1-xxx-xxx-xxxx. Describe how the solution meets this requirement.</i>
Bidder Response:	The Hosted VoIP platform can use 10-digits (xxx-xxx-xxxx) for internal, local and long-distance dialing. It is not necessary for users to differentiate calls by dialing 9 for local calls or a 9 or 1 for domestic long-distance calls. The system will automatically route the call appropriately based on the 10-digit number dialed.

<p>SR-8</p>	<p><i>Upon Intent to Award, the bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically, and their contact numbers verified as the OCIO conducts preparedness exercises. Describe how the solution meets this requirement.</i></p>
<p>Bidder Response:</p>	<p>Upon award of the bid a list of contacts will be provided for any issues that arise along with procedures to resolve any issues that may be encountered after the installation. Support personnel are available 24 hours a day, 7 days a week. In addition, proactive monitoring of the voice gateway router and transport circuits can be provided through the NMS (Network Monitoring Service).</p>
<p>SR-9</p>	<p><i>Bidders solution must be capable of restricting toll, and/or international calling from stations designated by the State. Bidder must also restrict dialing to 900/976 numbers. Describe how the solution meets this requirement.</i></p>
<p>Bidder Response:</p>	<p>CenturyLink Hosted VoIP provides an interface to manage the customer inbound and outbound calling plans for each site and specific users/phone numbers. Outbound Calling Plans regulate behavior for calls placed to various destination types:</p> <ul style="list-style-type: none"> • Internal (intra-company) • Local • Long distance • Toll free • International • Operator assistance • Chargeable directory assistance <p>Restriction of toll, international, and 900/976 calls is done in the administration portal, Outbound call privileges can be applied on a per site basis or defined on a per user basis that is different from the site settings.</p>
<p>SR-10</p>	<p><i>In most cases the State will be utilizing existing telephone numbers. The Contractor's system must be capable of supporting telephone numbers ported from existing Centrex carriers. It will be the Bidder's responsibility to receive port orders from the State and place them with the appropriate Carrier. The Contractor must provide the OCIO with reject information or Firm Order Commitment immediately upon receipt from the surrendering carrier. Describe the process for porting numbers from other carriers.</i></p>
<p>Bidder Response:</p>	<p>Proposed solution can support existing DID's or the porting of any number from a rate center that supports porting.</p> <p>Customer Requirements</p> <ul style="list-style-type: none"> - Signed LOA (Letter of Agency) dated within the last 60 days that includes the current carrier and TN's (telephone numbers) being ported. A revised LOA with a current date may be requested if porting does not take place prior to the date of the original LOA. - LOA should also include the following: <ul style="list-style-type: none"> – BTN (billing telephone number) – Service Address – Billing Address (if different than the service address) – Exact customer name on record with current carrier

– Any discrepancy or change to this information will cause a delay in confirming the port-in date

Customer Recommendations

- Provide a CSR (Customer Service Record) – copy of the customer's bill from the losing carrier.
- If all TN's under a BTN are not being ported, this is considered a partial port and a new BTN will need to be designated by the customer, so it can be included on the port request. If a new BTN is not designated by the customer before the port request is issued, one of two things will happen:
 - Our porting partner will reject the porting request
 - Our porting partner will disconnect the remaining TN's at the time of the port
- Ensure none of the TN's being ported have DSL on them. Some carriers will allow porting of a DSL line, but this cannot be determined until the porting request is issued.
- Ensure none of the TN's being ported have a PIC (Primary Interexchange Carrier) freeze on them. A TN cannot be ported until a PIC freeze is removed.
- Ensure none of the TN's being ported have a pending order of any kind against them. A TN cannot be ported if the losing carrier has a pending order open against it.
- Disconnected numbers cannot be ported. Numbers cannot be disconnected while port orders are pending. Disconnects are allowed before or after the port.

Porting Process Interval

Start to finish assuming the circuit and equipment has been turned up and the order is clean with the LOA (LOA needs to precisely match the CSR):

- 49 or less Telephone Numbers to Port (in business days):
 - <Start> Day 1 – Provisioning submits the port request with a requested due date.
 - Day 5 – Approval or Rejection Notification:
 - Approval: Order waits to receive the confirmed due date from the Losing Carrier
 - Rejection: Order needs to be corrected and resubmitted – Port Order Process Interval is reset
 - Days 7 – 12 – Pending Port is ready to turn-up on the confirmed due date.
 - <Finish> Total Calendar Days: 12 business days
- 50 or more Telephone Numbers to Port (in calendar days):
 - <Start> Day 1 – Provisioning submits the port request with a requested due date.
 - Days 10 – 15 – Approval or Rejection Notification:
 - Approval: Order waits to receive the confirmed due date from the Losing Carrier
 - Rejection: Order needs to be corrected and resubmitted – Port Order Process Interval is reset
 - Day 30 – Pending Port is ready to turn-up on the confirmed due date.
 - <Finish> Total Calendar Days: 30 calendar days

- It may be possible to reduce this interval by sending the porting request prior to the circuit and equipment activation but this will be determined with your CenturyLink Project Manager on a case by case basis.

Rejections are for isolated incidents and can include any of the number of factors, not limited to:

- Name
- Address
- BTN
- LOA Legibility
- Telephone Number Discrepancy

It is suggested that the information on the LOA be completed identical to how your information appears on your invoice, including abbreviations and punctuation.

Requested Due Dates and Times

- They are requested based on the losing carrier's porting interval.
- The request is made by Provisioning at time of order submission to our porting partner and it is based on the number of Telephone Numbers on the port order:
 - 49 or less: 12 business days out
 - 50 or more: 30 calendar days out
- Porting times are only available between 7:00 a.m. to 7:00 p.m. Eastern Time, Monday through Friday, and they are coordinated based on availability between "CenturyLink—Losing Carrier".
- Requested Due Dates and Times can only be adjusted out and not in.
- Any adjustments to Requested Due Dates or Times require a minimum of 24 hours' notice.
- Adjustments can be made 3 times before the pending order will be cancelled by the Losing Carrier and a new port order with new Requested Due Dates and Times will need to be submitted.
- If a port order is rejected, the order is resubmitted with corrected information provided by the customer and new Requested Due Dates and Times are set based on the number of Telephone Numbers in the port order (49 or less: 12 business days, 50 or more: 30 calendar days).
- Expedites and Escalations are not available.

Confirmed Due Dates and Times

- Once confirmation is received, porting will occur automatically on this date and time.
- Any adjustments to the Confirmed Due Date and Time require a minimum of a 24 hours' notice to ensure porting can be stopped. Any adjustment less than 24 hours from confirmed date and time of port cannot be guaranteed.
- All items above also apply.

SR-11	<i>The Contractor must be able to provide new telephone numbers when requested in each and every city on Attachment C. It is preferable that the Contractor reserve blocks of numbers in each community for use by the State. Describe the process for providing new telephone numbers.</i>
Bidder Response:	If the State of Nebraska wants to add individual new numbers, your administrative team may order those directly in the Hosted VoIP portal. However, if the State wishes to add or reserve new numbers in large blocks, those will be requested through your CenturyLink account team to ensure that the platform is engineered appropriately to support the new traffic requested.
SR-12	<i>Bidder's solution must include all necessary connectivity to the Public Switched Telephone Network at no additional cost. Connectivity will include PSTN trunks/call paths in quantities necessary to support call volumes with a Grade of Service of P.01 or better during peak call periods. In addition, bidder's solution will include all equipment, software, licensing, installation, and maintenance necessary to support PSTN call paths. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink is proposing a fully hosted solution and connectivity to the PSTN is included in the cost of this proposal.
SR-13	<i>Bidder must route all out bound toll calls to the State's contracted toll carrier, if requested, at no additional cost to the State. Describe how the solution meets this requirement.</i>
Bidder Response:	The proposed Hosted VoIP solution includes PSTN trunking as well as a bucket of minutes per month of outbound LD (10,000 MOU). Any outbound LD or Toll Free minutes beyond that will be billed on the CenturyLink long distance network at contracted rates outlined in the pricing section of this response.
SR-14	<i>Unless otherwise mutually agreed to in writing, the Contractor will, during the contract period, maintain any and all software and licensing products at the most current version or no less than one version back from the most current version at no additional charge, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services. Any patches made available by equipment manufacturers must be applied by the Contractor at a time and date mutually agreed upon. Describe how the solution meets this requirement.</i>
Bidder Response:	All equipment will be deployed with the latest software as suggested by the supplier and contractor. Updates are specifically designed and planned to have minimal impact on users and organizations. For example, updates are never applied to phones that are in use and the updates are rolled out over a period of hours or days so that not all phones will be updated at once. Updates and patches are always thoroughly tested before being deployed.
SR-15	<i>All bidders must be certified by the Nebraska Public Service Commission (NPSC) as an LEC or CLEC in every city as noted on Attachment C. Proposals submitted by bidders who are not certified by the NPSC will not be considered. Describe how the bidder meets this requirement.</i>
Bidder Response:	While CenturyLink is a LEC/CLEC listed on the NPSC website, the CenturyLink Hosted VoIP solution is not a LEC/CLEC level offering. This solution is a national interexchange carrier offering and is not dependent on being a local exchange carrier.
SR-16	<i>Contractors must provide service in all of the cities listed on Attachment C. Describe how the solution meets this requirement.</i>
Bidder Response:	The proposed solution will provide service in all areas listed in Attachment C.

<p>SR-17</p>	<p><i>The Contractor must provide for total security of information and its services. This must include holding all databases and call records as confidential. Except for requests made by Law Enforcement agencies and the OCIO, the Contractor may not release information concerning call records. The Contractor may not provide any information concerning service covered by this contract to any individuals or entities who engage in any form of telemarketing. The Contractor may not market their products or services to any State agency except the OCIO without prior written permission. Describe how the bidder meets this requirement.</i></p>
<p>Bidder Response:</p>	<p>Customer Privacy: The Telecommunications Act requires CenturyLink to protect the information of its customers and prevent inappropriate use of that information. Additionally, the Act limits the circumstances in which CenturyLink may permit access to and use, sharing or disclose of CPNI. CPNI is a subcategory of protected customer information related to telecommunications services. Typically, these are telecommunications services offered by providers of traditional local, long-distance, and wireless services, as well as providers of Voice over Internet Protocol (VoIP) services to consumers. Other laws, industry standards, contractual obligations, and CenturyLink's external Privacy Policy may also require CenturyLink to treat CPNI confidentially. CenturyLink uses technical, administrative, and physical security measures, including appropriate access controls, for CenturyLink systems that contain CPNI or other categories of sensitive customer information, especially social security numbers and financial account information.</p> <p>CenturyLink assigns the State's account exclusively assigned to the regional Government and Education Solutions team, which will not directly sell or contract service to any state agency except the office of the CIO without prior permission. If a third party or another autonomous business unit does attempt to do so, the state may bring the incident to the attention of the Government and Education Solutions team, so it can be addressed by CenturyLink management.</p>
<p>SR-18</p>	<p><i>Ring down capability must be available with the bidder's solution. Describe how the solution meets this requirement.</i></p>
<p>Bidder Response:</p>	<p>The Hosted VoIP platform supports ring down capability with analog telephone adapter devices. The Analog Hotline (sometimes referred to as Automatic Ring Down or Hot Dial) feature configures an analog telephone connected to an Analog Telephone Adaptor (ATA) to automatically call a pre-configured telephone number when taken off-hook. When configured, the telephone only makes calls to one number and cannot be used to call any other number.</p>
<p>SR-19</p>	<p><i>The bidder's solution must provide music on-hold. Describe how the solution meets this requirement.</i></p>
<p>Bidder Response:</p>	<p>Pre-recorded music or announcements can be played to callers when placed on hold. A default music program is provided for a site, when MOH is included in the site features in the order. If custom programming is desired for a site, an audio file in .wav format meeting specifications can be uploaded for each site manually. This can be completed and installed as an add-on if desired.</p>
<p>SR-20</p>	<p><i>Hunt Group capability must be available with the bidder's solution. Describe how the solution meets this requirement.</i></p>

Bidder Response:	<p>This solution supports hunt groups which can be configured through the Hosted VoIP web portal. Administrators can choose from any of the following “hunt” schemes, each of which rings the specified phones in a different manner:</p> <ul style="list-style-type: none">• Circular – sends calls in a fixed order. The call is sent to the first available person on the list, beginning where the last call left off• Regular – sends calls to users in the order listed by an administrator. Incoming calls go to the first available person on the list, always starting with the first person on the list• Simultaneous – rings all the users in the group simultaneously; the first user to pick up the ringing phone is connected• Uniform – as a call is completed, the user moves to the bottom of the call queue in a shuffling fashion. The next incoming call goes to the user who has been idle the longest.
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SR-21	<i>The bidder's solution must be able to provide IP to analog conversion where needed. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>IP to analog conversions are supported in the platform with the use of supported analog telephone station adapters. The ATAs support FXS devices. Any analog application that requires support beyond station side requirements should be analyzed and documented.</p> <p>A specific example can include paging equipment that is analog trunk based. In this example, analog conversion is accomplished in the platform using a supported ATA, and a station level paging adapter. CenturyLink can provide the supported ATA, however any additional conversion equipment, such as the station level paging adapter in this example, is customer responsibility.</p> <p>Testing of the integrated equipment will also be required and must be performed by both CenturyLink and the customer.</p>
SR-22	<i>Telephone sets must be repair or replacement guaranteed and supported for the life of the contract including all renewals and extensions. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>All handsets and end stations are under full warranty. If a handset is inoperable or needs replaced a toll-free repair number can be called where a ticket is opened on the non-working handset. After a ticket is opened the process for sending out a replacement can be handled at that time. After the new device arrives on site and connected, a return procedure will be included to send back the inoperable device.</p>
SR-23	<i>Describe your procedure for replacing non-working telephone sets.</i>
Bidder Response:	<p>If a handset is inoperable or needs to be replaced, the customer will be provided with both a toll-free repair number to be called or a portal that can be accessed. The customer will use one of these methods to create a ticket on the non-working handset. When ticket is opened we will begin the process trouble shooting, and replacing if need be, the handset. If replacement is necessary, after the new device arrives on site and connected, instructions will be included to facilitate the return inoperable device.</p>
SR-24	<i>The State requires the Do Not Disturb Feature. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>This solution offers and supports the Do Not Disturb feature. This is offered on the Premium, Standard and Basic stations. DND allows users to set their station as unavailable so that incoming calls are given a busy treatment. Users have the option to activate and deactivate the service by, selecting the DND feature or menu button, dialing a feature access code (activate or deactivate), or by configuring the service via their web interface, desktop, or mobile client.</p>
SR-25	<i>Does the bidder's solution provide a three-month intercept message feature for lines that have been recently disconnected? Describe how the solution meets this requirement.</i>
Bidder Response:	<p>The Intercept feature set provides administrators with call intercept capability using call routing and announcement options. The service can be assigned to an individual user's phone number (for example, when they have left the company) or it can be assigned to all the members of the group.</p>

SR-26	<i>The State requires a solution that provides for seasonal suspension on select lines, where the lines and billing are suspended at the end of each season and returned to service at the beginning of the next season. Describe how the solution meets this requirement.</i>
Bidder Response:	Lines can be added or deleted at any time by the State. Phone numbers associated with deleted accounts can remain on the State's account and reactivated at any time. Because of licensing and billing restrictions and limitations, there is not currently an option to suspend an account without incurring a monthly charge. CenturyLink will work with the State to develop a method for addressing lines that are only in service seasonally.
SR-27	<i>The State requires the ability to block all incoming calls to select lines. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>This option can be supported in this solution and can be completed in the user portal by the administrator. Inbound calling plans control call flows originating from internal sources as well as calls forwarded/transferred from external sources. Rule options for inbound calls are as follows:</p> <ul style="list-style-type: none"> • Allow or Block inbound calls originating internally. • Allow or Block all inbound calls from external sources. • Allow transferred external calls only.
SR-28	<i>The State requires the ability to block specific numbers to select lines. Describe how the solution meets this requirement.</i>
Bidder Response:	This option can be supported in this solution and can be completed in the user portal by the administrator. Selective Call Rejection defines criteria that can cause certain incoming calls to be blocked. A criteria set is based on incoming calling line identity, time of day, and day of week. Multiple criteria sets can be defined. If an incoming call meets the specified criteria, the call is blocked.
SR-29	<i>The bidder should be able to mask the outbound caller id with a fictitious number selected by the State when necessary. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>The system can block delivery of a user's identity to the called party. The feature can be enabled for a single call or for all calls.</p> <p>When making outbound calls, the end user has the following choices with regards to controlling outbound DID:</p> <ol style="list-style-type: none"> a. Using the end user's default configuration (as described above) b. Blocking the outbound caller ID on a per call basis by dialing the access code *67, then dialing the number to call c. Enabling caller ID blocking by dialing * and the feature access code. Any calls dialed while caller ID block is activated will not present an outbound caller ID number. To deactivate caller ID block, the end user dials # and the feature access code. <p>Outbound caller ID for each end user is configurable at the system administration level. The actual outbound caller ID value can be the end-user's assigned DID, a main listed number, or an unassigned DID if needed, if the DIDs are valid and assigned to the site where the end user is configured at. If a user needs to display caller ID other than their own or that of their organization, there are several ways this can be accommodated. CenturyLink will work with the state to establish a best practice and process for doing this.</p>

SR-30	<i>The State requires call waiting. Describe how the solution meets this requirement.</i>
Bidder Response:	Call Waiting enables a user to answer a call while already engaged in another call. When a second call is received while a user is engaged in a call, the user is informed via a call waiting tone. To answer the waiting call, the user presses the flash hook or feature button on the phone. The user connects with the waiting party and holds the original party. By pressing the flash hook/feature button, the user reconnects to the original party and holds the waiting party. The feature completes when any party hangs up. Call Waiting ID displays the Caller ID information of the waiting party in support of the Call Waiting Feature.
SR-31	<i>In a small number of locations, the State requires analog paging interfaces. Describe how the solution meets this requirement.</i>
Bidder Response:	IP analog telephone adapters (ATAs), supported in the Hosted VoIP platform, are station level or FXS devices. The ATA can be used as the paging input for paging systems. This is typically done by connecting the analog output of the ATA with the paging system. Paging systems are either station level or trunk level access. In cases where the paging system is a trunk level access paging system, a station level paging adapter may be required. Additionally, some paging systems' voltage requirements are specific to their manufacturer model and the standard output of an FXS port may not be sufficient. In these cases, additional power components into the paging systems may be required.
SR-32	<i>Describe your procedure for tracing malicious calls.</i>
Bidder Response:	If a user or agency receives threatening, abusive, obscene, or otherwise illegal calls, local law enforcement should be contacted immediately. Law enforcement will in turn contact CenturyLink for assistance. CenturyLink will support the customer in resolving unwanted calls (harassing, obscene, malicious, and/or threatening) while following legal process. For any calls where the caller ID is blocked, or unavailable, legal process must be followed as any originating caller has an inherent legal right to privacy and we are required to follow legal process. The proposed desk and conference telephones all support caller ID and call records showing caller ID are available to users and administrators through the user and administrative portals for calls where the caller ID is correctly presented.
SR-33	<i>Does the bidder's solution include any in-state/out-of-state long distance minutes in the monthly Line Rate? Describe how the solution meets this requirement.</i>
Bidder Response:	The proposed solution includes a bucket minutes per month (10,000 MOU for outbound LD and inbound TF), standard overage charges may apply. As an alternate option, the State may negotiate metered usage at a reduced per minute rate. CenturyLink Hosted VoIP provides an interface to manage the customer inbound and outbound calling plans for each site and specific users/phone numbers. Outbound Calling Plans regulate behavior for calls placed to various destination types: <ul style="list-style-type: none"> • Internal (intra-company) • Local • Long distance • Toll free • International • Operator assistance • Chargeable directory assistance

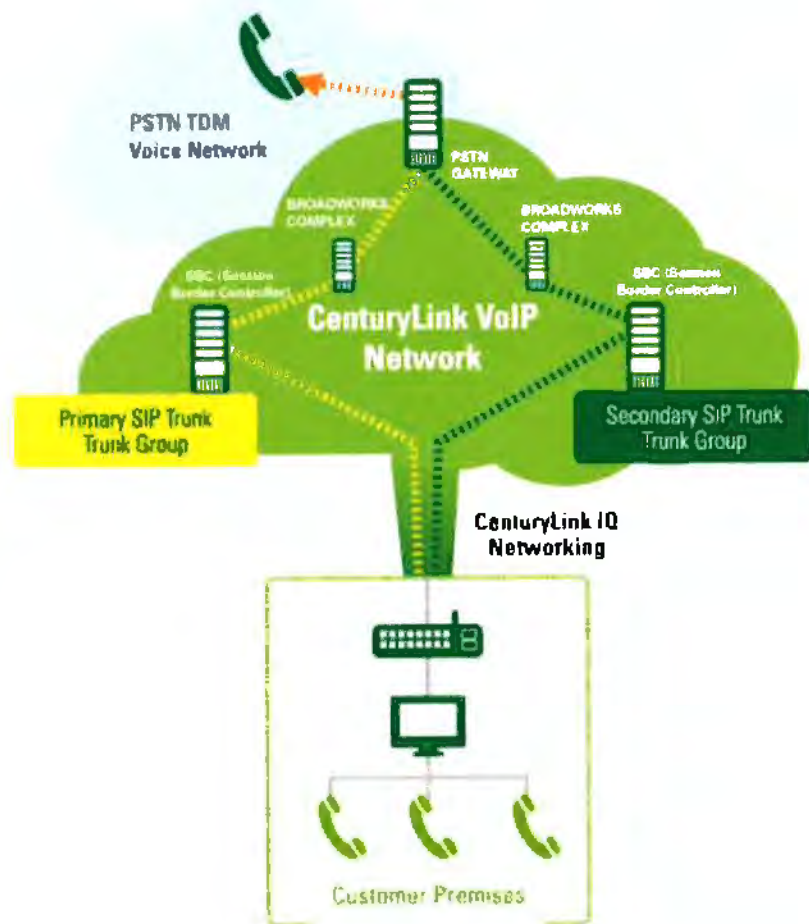
	<p>Rules for calls originating or forwarded/transferred from a site or number are as follows:</p> <ul style="list-style-type: none"> • Allow. Calls may be placed to destination type. • Allow with Authorization code. User must enter a predefined code to place the call to destination type. • Block. Calls are blocked to the destination type. • Transfer to a Number. Calls attempted to the destination type are transferred to a specified number. <p>Inbound calling plans control call flows originating from internal sources as well as calls forwarded/transferred from external sources. Rule options for inbound calls are as follows:</p> <ul style="list-style-type: none"> • Allow or Block inbound calls originating internally. • Allow or Block all inbound calls from external sources. • Allow transferred external calls only.
<p>SR-34</p>	<p><i>Describe the levels of security included with your proposed solution (toll fraud, etc.).</i></p>
<p>Bidder Response:</p>	<p>The proposed solution includes multiple levels of security.</p> <p>First, the network transport: The Managed data bundle includes in the proposed solution provides advanced routing and security configuration options with an advanced software solution on the routers.</p> <p>Second, the Hosted VoIP platform includes the feature called Secure SIP. This add-on feature includes SIP TLS and SRTP. SIP TLS and SRTP are communication methods used to enhance security of SIP traffic between end-points and the SBC across open networks. TLS and SRTP encrypts the SIP and RTP IP packets using similar methods used by secure web pages that communicate over HTTPS. The packets are encrypted by each end and sent over the network to be decrypted by the receiving end using keys generated by each end using a master key. Encryption will be between the SBC and end-point on the customer premise.</p>

SR-35

Describe options for re-routing of voice traffic in the event of a component failure on the Bidder's network.

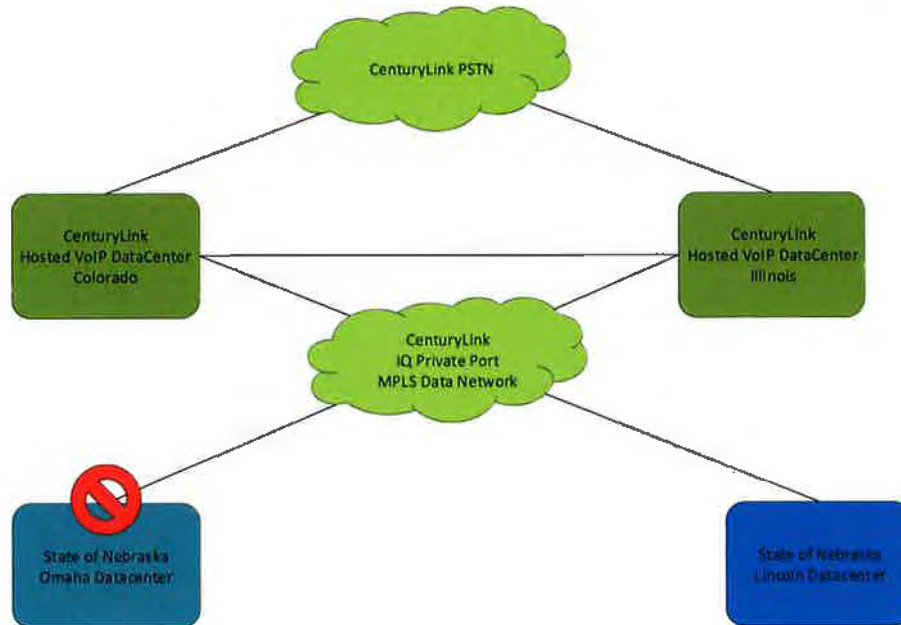
Bidder Response:

The resiliency of the CenturyLink Hosted VoIP architecture is the first step in the re-routing of traffic. The architecture is designed so that each trunk group is mapped to two geographically separate SBC (session border controller) locations. This feature allows for the continued completion of calls in the event of network failure with one of the SBCs. Auto rerouting to an alternate SBC when one path goes down for whatever reason; this occurs without change in quality of service and enables you to reach CenturyLink even if there is a disaster in the network.



In addition to the redundant and resilient nature and design of the Hosted VoIP platform, the site system administrator now has abilities to re-route voice traffic, in the event of a component or port failure in your LAN/WAN infrastructure.

Take as an example, a connectivity outage in one site:



In this scenario, the system administrator can log into to the Hosted VoIP admin portal and invoke either call forward always or other forwarding mechanisms on behalf of one user or all users.

In general, voice re-routing for incoming calls can be accomplished by the system administrator:

- Used when unforeseeable events cause disruption in service for an entire datacenter: power outages at the site, router issues, internet outage, etc. like illustrated above.
- Used when The Hosted VoIP platform attempts to communicate to the phone prior to sending the call through. If the user's Office Phone responds (registered), then the call is completed as dialed/sent to the phone. If the Office Phone fails to respond for any reason, the platform can automatically route the call to the Business Continuity phone number destination identified by the administrator or the user in the user's profile.

SR-36	<i>The State requires conference calling capabilities. How many parties can be conferenced from a single telephone set? Describe how the solution meets this requirement.</i>
Bidder Response:	<p>Conferencing capability, and the number of conferenced parties is dependent upon the seat type. The following seat types offer conferencing:</p> <ul style="list-style-type: none"> • Basic Seat: 3-way calling • Standard Seat: Conferencing with up to 15 additional parties • Premium Seat: Conferencing with up to 15 additional parties • Receptionist Seat: Conferencing with up to 15 additional parties • Admin Seat: Conferencing with up to 15 additional parties • Analog Seat: Conferencing with up to 15 additional parties
SR-37	<i>Telephone set firmware releases (including dot releases) from the manufacturer are to be tested and certified for use with the Contractor's VOIP Communications platform. Describe how the solution meets this requirement.</i>
Bidder Response:	All vendor-recommended firmware is tested with CenturyLink Hosted VoIP using the documented protocols. Only after successful testing will the firmware be released to deployed by device management.
SR-38	<i>Describe how firmware releases will be rolled out to the States telephone sets.</i>
Bidder Response:	Updates fully tested before being deployed. The update process is designed to have minimal impact on users and organizations. For example, updates are never applied to phones that are in use and the updates are rolled out over a period of hours or days so that not all phones will be updated at once. Updates and patches are always thoroughly tested before being deployed.
SR-39	<i>Provide a list of wireless headsets that are compatible with proposed telephone sets.</i>
Bidder Response:	<p>Polycom Compatible Headsets:</p> <p>Compatible Analog Headsets</p> <ul style="list-style-type: none"> • Polaris Soundpro Monaural Noise Canceling Headset (SP10N/TT4) - Requires Polaris TT4 Soundshield 3G amplifier • Polaris Soundpro Series (SW10ND* only) • Accutone 6 Series (TM610, TB610 only) • Jabra GN1900 Series (except USB models) • Jabra GN2000 Series (except USB models; IP models support Wideband audio) • Jabra GN2100 Series • Jabra BIZ 2400 Series (except USB models; IP models support Wideband audio)

- Plantronics Supra Plus Series* (HW251N, HW261N only)
- Plantronics Encore Pro Series* (HW291N, HW301N)
- Plantronics TriStar Series (H81 Voice Tube)
- Sennheiser CC 500 Series (510, 515, 515 IP*, 520 IP*, 530, 540, 550, 550 IP*)
- Sennheiser SH 200 Series (230, 230 IP*, 250 only)
- Sennheiser SH 300 Series (300, 330, 330 IP*, 335, 350, 350 IP*)
- VXi Tria Series*
- VXi Passport Series (10, 21)
- VXi UC ProSet Series* (10, 21)

*Supports Wideband audio

Compatible USB (Digital) Headsets

The Polycom VVX 500 and VVX 600 phones officially support certain USB headset models. Polycom has tested the models listed in the following table for performance and functionality. USB headset models other than the ones listed in the table Compatible USB Headsets may still work with the VVX 500 and VVX 600 phones, but you may experience limited functionality.

- Jabra Pro 9465-Duo
- Jabra Pro 9470
- Plantronics Voyager Pro UC


Compatible EHS Headsets

The EHS feature enables you to answer and end phone calls using controls located on the headset.

- Jabra GN9120, GN9125 -Requires: Jabra EHS Adapter (GN Netcom SKU 14201-17)
- Jabra GN9300e Series (GN9330e, GN9350e) -Requires: Jabra EHS Adapter (GN Netcom SKU 14201-17)
- Jabra GN9350 -Requires: Jabra EHS Adapter (GN Netcom SKU 14201-17)
- Jabra GO 6400 Series -Requires: Jabra EHS Adapter (GN Netcom SKU 14201-17)
- Jabra PRO 9400 Series -Requires: Jabra EHS Adapter (GN Netcom SKU 14201-17)
- Plantronics Savi Office Series** (WO100, WO200, WO300, WO350 only) - Requires: Plantronics APP-50 cable (Plantronics SKU 38439-01)
- Plantronics CS Series** (50, 55, 60, 70N, 261N, 351N only) - Requires: Plantronics APP-5 cable (Plantronics SKU 38438-01)
- Plantronics Savi 700 Series (710, 720, 730, 740, 745) - Requires: Plantronics APP-51 cable (Plantronics SKU 38439-11)
- Plantronics CS500 Series (510, 520, 530, 540) - Requires: Plantronics APP-51 cable (Plantronics SKU 38439-11)
- Sennheiser DW Series* (Office, Pro 1, Pro 2) - Requires: Sennheiser EHS Polycom adapter (Sennheiser part number CEHS-PO 01)
- Logitech BH970 - Requires: Jabra EHS Adapter (GN Netcom SKU 14201-17)

*Supports Wideband audio

**Discontinued model

	<p>Compatible Bluetooth Headsets</p> <p>The Polycom VVX 600 phone officially supports the following Bluetooth headset specifications:</p> <ul style="list-style-type: none"> • Integrated Bluetooth 2.1 EDR • Bluetooth headset pairing HFP/HSP
<p>SR-40</p>	<p><i>Describe any administrative interfaces available to the State to manage, configure or change settings on an individual line or group of lines.</i></p>
<p>Bidder Response:</p>	 <p>The Administrator portal provides the additional layer of administration to facilitate the management of the enterprises spanning multiple groups and sites. Thus, administrators have the option do the following:</p> <ul style="list-style-type: none"> • Easy to use interface that simplifies enterprise management • Bind phones to seats, users, phone numbers and add-on features • Manage shared call appearances, busy lamp fields, and phone keys • Manage user devices, passwords, and user features • Manage group features like hunt groups, group calls, and auto attendants, even when out of the office • Make bulk changes like setting up new seats and applying new feature templates • View available and in use inventory

SR-41	<i>Describe how errors and alarms will be reported to the State for issues within Contractor owned equipment.</i>
Bidder Response:	Service alarms and/or errors within the CenturyLink Hosted VoIP platform will be detected and tracked by the CenturyLink NOC. The CenturyLink NOC will determine if alarms/errors are service impacting. If so, a ticket will be opened in CenturyLink's Control Center customer portal, and the customer can set notifications within Control Center on if and how you want to be contacted regarding service tickets. Should the State of Nebraska identify an issue before CenturyLink does, the issue can be reported directly to CenturyLink by opening a ticket via the Control Center portal, or by contacting the CenturyLink NOC via the National Service Center toll free number.
SR-42	<i>Because of the nature of State Government business, and its requirement to support Law Enforcement, NEMA, FEMA, Military Dept. and various other agencies charged with the protection of life and property, the Contractor must agree to do everything in its power to support the State's telecommunication needs in times of emergency. This support includes but is not limited to installation of temporary circuits/lines, temporary rerouting of existing circuits/lines, and the prioritized restoration of mission critical circuits and lines. Upon contract award, the State may identify lines and circuits which are considered to be "Mission Critical" and necessary to the preservation of life and property. The Bidder should define how priority is given to the restoration of these services in times of emergency at no additional cost to the State. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>CenturyLink has multiple approaches to supporting the State of Nebraska relative to priority treatment in the case of emergencies.</p> <p>CenturyLink has designed into the network redundant and diverse network facilities and equipment from your locations all the way into the core Hosted VoIP network to avoid any single point of failure. This includes transport from your premises to the local central office, then to the CenturyLink transport Point of Presence (POP), into the CenturyLink national network infrastructure to our partner BroadSoft (now owned by Cisco). Both the CenturyLink and BroadSoft infrastructures include multiple levels of redundancy and diversity to ensure we meet the service levels outlined in our Service Level Agreement.</p> <p>The Hosted VoIP platform also offers rerouting capabilities directly from the administrative portal accessible anywhere since it web-based. Select members of your staff could log into the administrative portal from a computer or data-capable phone and have incoming calls rerouted to other numbers, whether cell phones, or potentially an Emergency Operations Center not served by the CenturyLink Hosted VoIP solution.</p> <p>In addition to what the Hosted VoIP platform offers inherently, CenturyLink also offers Telecommunications Service Priority (TSP) on our transport facilities in which your voice is delivered. TSP is a program that authorizes security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits. The TSP program provides service vendors like CenturyLink a Federal Communications Commission mandate to prioritize requests by identifying those services critical to NS/EP. A TSP assignment ensures that it will receive priority attention by the service vendor before any non-TSP service. TSP service user organizations may be in the federal, state, local, or tribal governments; critical infrastructure sectors in industry; non-profit organizations that perform critical NS/EP functions; or foreign governments. This service is available to the State of Nebraska for eligible organizations. Please note this service does require a contract, order activity and associated fees.</p>

SR-43	<i>The Contractor may not market their products or services to any State agency except the office of the CIO without prior written permission. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink assigns the State's account exclusively assigned to the regional Government and Education Solutions team, which will not directly sell or contract service to any state agency except the office of the CIO without prior permission. If a third party or another autonomous business unit does attempt to do so, the state may bring the incident to the attention of the Government and Education Solutions team, so it can be addressed by CenturyLink management.
SR-44	<i>The Contractor will also indemnify the State against any third-party billing associated with any system or service the State has not specifically authorized in writing beforehand (billing for collect calls will be an exception). Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink cannot assess its ability to agree to this provision without the further exchange of information between the parties and gaining an understanding of how the State anticipates that this scenario might arise. CenturyLink is willing to discuss this provision and to negotiate mutually agreeable language upon its further progression in the RFP process.
SR-45	<i>The Contractor will be responsible for determining the cause for service outages and providing that information to the State at no cost. Those outages that are determined to reside in the Contractor owned or leased facilities must be repaired without cost to the State. In the event the failure is determined to be on the Contractor side of the demarcation point, the Contractor must NOT charge for such failure determination. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink agrees to these terms regarding the GOV Hosted VoIP platform, PSTN access, and the CenturyLink Network up to the demarcation point (the voice gateway router). Service outages occurring in the customers network should be able to be isolated and identified as such quickly, but resolution and further troubleshooting will be the responsibility of the State.
SR-46	<i>Provide a description of your basic ACD and UCD features.</i>
Bidder Response:	<p>CenturyLink offers Contact Center Basic, as well as the CenturyLink Contact Center Portfolio (Interaction Routing).</p> <p>Contact Center Basic allows business groups to set up a basic Call Center with incoming calls received by a single phone number distributed among a group of users, or agents. The following functionality is supported:</p> <ul style="list-style-type: none"> • Uniform distribution of incoming call to the available agents • Queuing of the incoming calls that cannot be answered immediately • Overflow to a given destination when the group is unable to accept calls • No-answer policy to redirect call to the next agent if not answered in a specific number of rings by the previous agent • Custom Music on hold

Call Center Basic provides the following call treatment enhancements:


- **Mandatory Entrance Announcement** – This is an optional queue entrance message. The administrator has the option to enable or disable the entrance message. The message can be flagged as mandatory, which forces the entrance message to be played to completion. The entrance message is available to all queue types.
- **Call Center Night/Holiday Service**
 - **Night Service** – This Call Center feature provides a policy to perform different routing during hours that the queue is not in service (generally after business hours). The service is invoked via a schedule that defines the business hours of the queue.
 - **Holiday Service** – This activity introduces a policy that permits calls to be processed differently during holiday periods. The holiday schedule is defined at the group level. The Queue policy allows the configuration of a specific routing action when a call is received during a holiday period. If no holiday schedule is defined for the queue, then all incoming calls to the queue are processed as if they were received during a non-holiday period.
- **Call Center Routing Policy Enhancements**
 - **Bounced calls** – A policy is provided that allows a queue to be configured to determine what to do with a bounced call. A bounced call is defined as a call that is being routed to the agent but for some reason the call is not answered. This feature enhances the current Skip to Next Agent after x Rings function.
 - **Overflow** – A policy is provided to perform overflow processing. Overflow processing permits calls to be processed when a large number of calls have been received or calls have been waiting longer than a configured threshold. This enhances existing queue functionality and is configured in the Forward Call after Waiting x Seconds option in the No Answer Settings configuration.

ACD functionality needs beyond the description above are available via the CenturyLink Contact Center Portfolio (Interaction Routing). This suite of services is available for additional fees. Should the State of Nebraska award to CenturyLink, we can determine during the discovery phase of the implementation if this level of service is required based on the needs identified by the State.

SR-47	<i>Provide a description of any ACD or UCD reporting functionality.</i>
Bidder Response:	ACD reporting functionality is not available with Call Center Basic. However, reporting is available within the CenturyLink Contact Center Portfolio (Interaction Routing). A variety of statistics are provided to monitor the performance of Call Centers, such as Average Number Agents Busy and Average Hold Time Before Call Loss. Statistics are also provided to track individual agent performance, such as Average Time Agent Spends on Calls and Amount of Time Each Agent Logged On and Idle. A statistics report is generated at the end of each day and sent to one or two e-mail addresses.

SR-48	The State requires that the following tasks be performed by the Contractor as part of the installation process:
	1. All programming of VOIP line in Contractors core equipment
	2. All programming or configuration of telephone set
	3. Delivery of telephone set to site
	4. Unboxing and assembly of telephone set at site
	5. Labeling of telephone set and keys
	6. Connecting telephone set to Ethernet jack and workstation if applicable
	7. Testing telephone set
	Describe in detail your process for telephone set configuration and installation.
Bidder Response:	CenturyLink has read, understands and will comply. Devices will be programmed at a staging center before being sent to the customer's site(s). When the device(s) arrive on site, a CenturyLink technician will be responsible for unboxing, placing, connecting and testing. Any necessary updates will be downloaded and applied. The device will then be ready for use.
	<p><u>Voice Mail Requirements</u> <u>Carrier-hosted solution</u></p>
VM-1	The bidders proposed solution must include a centralized voice mail system including system installation, engineering, implementation, maintenance, and support. The State will provide network from the Centralized voicemail system to the telephone sets. Describe how the solution meets this requirement.
Bidder Response:	CenturyLink Hosted VoIP service includes a built-in voicemail component. It is not a separate service and is housed and maintained with the rest of the Hosted VoIP solution. All the engineering, implementation, maintenance, and support services used for the Hosted VoIP solution apply to the voicemail component.
VM-2	The Bidder's proposed system must provide "announcement only" mailboxes where the caller cannot leave a message. Describe how the solution meets this requirement.
Bidder Response:	Announcement only mailboxes are created by enabling the Extended Away Greeting option for a station mailbox. This allows calls to be sent to the mailbox and the greeting played without the option to record a message. In addition, an Automated Attendant can serve as an announcement only greeting when it is desirable to allow callers to be given options to have their call redirected.
VM-3	The State requires unified messaging. Describe the functionality and features of the unified messaging platform included with your proposal.
Bidder Response:	The Hosted VoIP's unified messaging feature allows greater flexibility in receipt and management of incoming voicemails. Unified Messaging is the integration of email service with the voicemail system. A user's voicemail message is packaged into an email and sent to the end user email box. By selecting the deletion option in the email message this will turn-off the message waiting indicator and the message from your end user device and End User Portal.

VM-4	<i>The bidders proposed solution must include automated attendant features. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>CenturyLink Hosted VoIP Auto Attendant serves as an automated receptionist that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on).</p> <p>Hosted VoIP auto attendant provide multiple actions that can be programmed for each key press:</p> <p>These action options include:</p> <ul style="list-style-type: none"> • Not Used: The default when an action has not been selected for that digit or character. • Transfer to External Number, with or without prompt: Routes callers to a configured phone number that is not a user or extension within the company. • Transfer to Operator: Routes callers to a configured operator. The designated operator will receive all calls that time out if the caller does not choose an option from the Auto Attendant. • Dial by Name: Enables callers to dial by a recipient's name. • Dial by Extension: Enables callers to dial by a recipient's extension. • Repeat Menu: If selected, this option will repeat the greeting and menu options. • Exit Menu: Allows a caller to exit the menu system. This will terminate the call. • Transfer to Voice Mail: Routes callers directly to the voice mailbox of the extension entered in the Transfer To field. • Transfer to Internal Number, with or without prompt: Routes callers to any user's phone number within the company. Optionally, you can elect to play a message prompt before the transfer is placed. This message is the playback of the user's name as recorded in the voice mailbox. • Transfer to Extension, with or without prompt: Routes callers to a configured extension. Optionally, you can elect to play a message prompt before the transfer is placed. This message is the playback of the user's name as recorded in the voice mailbox.

<p>VM-5</p>	<p>The proposed voice mail/unified messaging system must accommodate multiple levels of automated attendant menus of various lengths. Describe how the solution meets this requirement.</p>																		
<p>Bidder Response:</p>	<p>The Auto Attendant serves as an automated receptionist that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on).</p> <p>Configuration via the web interface allows for hours of operation to be modified, with different options available for hours that the company is open or closed. Group administrators use their voice portal to record auto attendant greetings. For example, a message can be left remotely to indicate that the office has been closed due to inclement weather. In addition, users have the ability to record their name for playback when a caller dials by name or extension. The maximum greeting length per auto attendant recording is 240 seconds.</p> <p>A group can have multiple Auto Attendants configured, either individually (for example, customer service with separate business hours) or integrated into a multi-level Auto Attendant (for example, enterprise's main Auto Attendant is configured to seamlessly route to the Auto Attendant of a particular department or location).</p> <p>The following is a sample of the menu for designing an auto attendant. Customer can use 0-9, #, * for creating of options. There is a limit of 50 trees available in each auto attendant. Customer must order an additional TN to use to configure each Auto Attendant.</p> <p>Dial by First Name and Last Name is supported. Name dialing is enhanced to consider both the first and last name. The total number of users per site is limited to 10,000.</p> <p>BE AWARE: There is one charge per auto attendant (including trees)</p> <p style="text-align: center;">Sample Screen for designing an Auto Attendant</p> <table border="0" style="width: 100%;"> <tr> <td colspan="2">AUTO ATTENDANT</td> </tr> <tr> <td>Auto Attendant mode</td> <td>Premium Attendant</td> </tr> <tr> <td>Auto Attendant Dial By Extension allowed</td> <td>True</td> </tr> <tr> <td>Easy (and Premium) Attendant Dial By Extension uses initial prompt</td> <td>True</td> </tr> <tr> <td>Auto Attendant Dial By Name allowed</td> <td>True</td> </tr> <tr> <td>Auto Attendant Mailbox Transfer allowed</td> <td>True</td> </tr> <tr> <td>Auto Attendant Mailbox By Name allowed</td> <td>True</td> </tr> <tr> <td>Auto Attendant Mailbox By Extension allowed</td> <td>True</td> </tr> <tr> <td>Maximum number of Auto Attendant menu nodes</td> <td>50</td> </tr> </table> <div style="text-align: center; margin-top: 20px;">  </div>	AUTO ATTENDANT		Auto Attendant mode	Premium Attendant	Auto Attendant Dial By Extension allowed	True	Easy (and Premium) Attendant Dial By Extension uses initial prompt	True	Auto Attendant Dial By Name allowed	True	Auto Attendant Mailbox Transfer allowed	True	Auto Attendant Mailbox By Name allowed	True	Auto Attendant Mailbox By Extension allowed	True	Maximum number of Auto Attendant menu nodes	50
AUTO ATTENDANT																			
Auto Attendant mode	Premium Attendant																		
Auto Attendant Dial By Extension allowed	True																		
Easy (and Premium) Attendant Dial By Extension uses initial prompt	True																		
Auto Attendant Dial By Name allowed	True																		
Auto Attendant Mailbox Transfer allowed	True																		
Auto Attendant Mailbox By Name allowed	True																		
Auto Attendant Mailbox By Extension allowed	True																		
Maximum number of Auto Attendant menu nodes	50																		

VM-6	<i>The proposed automated attendant must support automatic time, day, night and holiday routing schedules. (ie. Route calls to various destination numbers based on day/time). Describe how the solution meets this requirement.</i>
Bidder Response:	<p>System administrators can fully configure the Auto Attendant to meet the specific needs of their organization. Configurable options include:</p> <ul style="list-style-type: none"> • Schedule – Defines Days/Hours for normal business operations, as well as holidays. Supporting distinct greeting messages and routing actions for Business Hours vs. After Hours. • Allow/Disallow Direct Extension Dialing – Provides ability for callers to dial a known extension at any time to connect with the user, without requiring additional prompts • Enterprise Wide or Site-Specific Dialing Options – Refines the list of available users and extensions to include with the Internal dialing options • Routing Actions/Policies
VM-7	<i>The bidder's solution should provide message waiting indicators. Describe the various message waiting indicators included with the proposed solution.</i>
Bidder Response:	<p>All supported Hosted VoIP hard endpoints are equipped with a message waiting indicator. When voicemails are new or marked as unread, active MWI will be presented. When voicemails are cleared or listened to, MWI indication is deactivation.</p> <p>In addition, for voicemail notification, the Hosted VoIP platforms offers additional voicemail notification options outside and in addition to the traditional endpoint MWI such as sending notifications to email addresses and SMS destinations.</p>
VM-8	<i>Describe any limitations to the storage size on the voice mail system. Please state the limit per user.</i>
Bidder Response:	Each voicemail box on Hosted VoIP is configured for a maximum 100,000 kilobytes
VM-9	<i>What are the time limits for recorded greetings?</i>
Bidder Response:	<p>For greetings, the system allows for:</p> <ul style="list-style-type: none"> - Maximum Greeting Length = 3 minutes - Maximum Message Length = 3 minutes
VM-10	<i>What are the time limits for messages?</i>
Bidder Response:	The per message limit is 10 minutes. Each voicemail box is configured for 100 minutes of recording. If 100 minutes of storage is reached in a voicemail box, the caller will receive a 'Mailbox is full' message and will not record any new messages.

State Network Requirements	
OCIO-hosted solution	
SN-1	<i>The State does not allow Multicast across the State's Wide Area Network. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink Hosted VoIP platform currently does not operate any features that require multicast. Typically, multicast is required for features that involve broadcasting over endpoint speakers. The Hosted VoIP platform offers a group paging feature which allows up for one-way group page to up to 75 target users by dialing a specific extension. This group paging feature does not use multicast.
SN-2	<i>The State requires the use of certificate-based 802.1x for network devices. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink Hosted VoIP platform operated with tested Polycom VVX devices supports 802.1x authentication. Cisco MPP 802.1x authentication on the product roadmap, but not currently supported.
SN-3	<i>The bidder's solution must be capable of providing data and signaling confidentiality for all VoIP traffic. The system must meet FIPS 140-2 validated cryptographic hardware modules or software toolkits operated in FIPS mode for all encryption mechanisms. Describe how the solution meets these requirements and provide supporting documentation.</i>
Bidder Response:	CenturyLink Hosted VoIP offers an add feature of TLS 1.2 and SRTP encryption. SIP TLS and SRTP are communication methods used to enhance security of SIP traffic between end-points and the SBC across open networks. TLS and SRTP encrypts the SIP and RTP IP packets using similar methods used by secure web pages that communicate over HTTPS. The packets are encrypted by each end and sent over the network to be decrypted by the receiving end using keys generated by each end using a master key. Encryption will be between the SBC and end-point on the customer premise. The CenturyLink Hosted VoIP platform is run across Metaswitch Perimeta Session Border Controllers (SBCs). These SBCs are FIPS 140-2 capable, but Metaswitch has not yet certified these units for compliance. CenturyLink can work with Metaswitch to prioritize that compliance on the State of Nebraska's behalf.
SN-4	<i>Does the solution require the placement of any equipment other than phones on the State's network? Please provide the physical and logical network requirements in the proposal. What type of remote access is required for Contractor owned equipment?</i>
Bidder Response:	CenturyLink will place an Ethernet Switch at each datacenter, as well as a voice gateway router. Beyond that equipment, the State of Nebraska is responsible for any LAN/WAN equipment between the voice gateway router and the phone handsets. CenturyLink will not require access to the State's equipment, as we will monitor and manage to the voice gateway router only, UNLESS the State of Nebraska decides at a later point to have CenturyLink manage your LAN/WAN infrastructure.

<p>SN-5</p>	<p><i>Provide the bandwidth requirements with regards to the following:</i></p> <p><i>Any overhead network requirements</i></p> <p><i>bandwidth per call</i></p> <p><i>bandwidth for management</i></p>
<p>Bidder Response:</p>	<p>The solution utilizes the G.711 codec by default. The Bandwidth per call will be approximately 100Kbps for the actual voice call, with an additional 20Kbps for Secure SIP Encryption (TLS/SRTP) and management per call. Ethernet network overhead is estimated at 20%, or 20Kbps per call.</p> <p>Bandwidth per call - 100 Kbps</p> <p>Bandwidth for overhead network requirements - 20 Kbps</p> <p>Bandwidth for management and encryption - 20 Kbps</p> <p>CenturyLink will assist the state with any bandwidth calculations desired for specific scenarios that may fall outside of the standard deployment model.</p>
<p>SN-6</p>	<p><i>What are the network requirements to include but not limited to the following:</i></p> <p><i>latency</i></p> <p><i>jitter</i></p> <p><i>QOS prioritization</i></p> <p><i>QOS bandwidth reservation</i></p>
<p>Bidder Response:</p>	<p>CenturyLink recommends the network adhere to the following performance guidelines:</p> <ul style="list-style-type: none"> • Loss should be no more than 1 percent. • One-way latency (mouth to ear) should be no more than 150 ms. • Average one-way jitter should be targeted at less than 30 ms. • A range of 21 to 320 kbps of guaranteed priority bandwidth is required per call (depending on the sampling rate, the VoIP codec, and Layer 2 media overhead). <p>The following QOS configuration settings are recommended:</p> <p>QOS Prioritization</p> <p>CenturyLink offers four different queuing options. You may select any of the queuing implementations on a per-port basis, restricted only by what options are available on the applicable connection type for the port.</p> <p>BE AWARE:</p> <ul style="list-style-type: none"> • Customers selecting CenturyLink IQ Networking Private Port are strongly encouraged to select Queuing Method C, if available. • If unavailable, Customers are strongly encouraged to select Queuing Method B. <p>All queuing methods are applied at the network egress router port (traffic leaving the CenturyLink network provider edge (PE) on the access line towards your customer edge (CE) router). Therefore, the queuing prioritizes one (or more) type(s) of traffic over other types of traffic. Because it is applied at the port level, these mechanisms are not prioritizing your traffic over another customer's traffic and vice versa. All traffic that exceeds the speed of your port is buffered or discarded at the egress point in the network.</p>

PREFERRED QUEUING OPTIONS:

1. Queuing Option C – P1 low latency

- Use this option if you are using voice or video but also have a need to reserve availability of some minimum amount of bandwidth for other applications
- This is the standard option if you have voice or video traffic and Dedicated IP connections
- Available with Private Port and Enhanced Port with secure IP gateway, dedicated IP connection only
- This option limits the amount of bandwidth the P1 queue can consume to the percentage assigned to P1

By limiting the amount of bandwidth, the P1 queue can consume, it gives a low latency effect to the P1 queue by tail-dropping excess P1 traffic, thus limiting P1 latency. P1 and P2 traffic is always sent first, up to the bandwidth percentage assigned to P1 and P2. The rest of the bandwidth (that is assigned to P3 and P4) is consumed using the same deficit-weighted round robin that is described in Queuing Option B.

With dedicated IP and ELA connections, P1 and P2 are serviced twice as often as P3 and P4. P2, P3 and P4 can burst to port speed if bandwidth is available, but P1 is always limited to its allocated percentage even if additional bandwidth is available. The queues are serviced in the following order:

- a) P1-P2-(repeat P1-P2 until both P1 and P2 have exhausted their allocations)-P3-P1-P2-(repeat P1-P2 until both P1 and P2 have exhausted their allocations)-P4, repeat whole sequence
- b) P1 and P2 queues are serviced until they exhaust their allocations, then P3 and P4 are alternately serviced

2. Queuing Option B – unlimited P1 bandwidth

- Use this option if you have a sophisticated understanding of your traffic types and flows and the implications of queue starvation that may occur
- Available with Private Port and Enhanced Port (with and without secure IP gateway), all connection types

This option always services the P1 queue first until it is empty, at the expense of the other queues, regardless of the percentage value assigned to the P1 queue. It is possible to completely starve the other three queues by marking too much traffic with IPP/user priority=5. The exception is with the dedicated IP connection type, packets are serviced alternately in P1 and P2, so P2 will not be starved. Queues P2, P3 and P4 are serviced in a deficit-weighted round-robin if the P1 queue is empty.

With the dedicated IP and ELA connection types only, the deficit-weighted round robin is modified to service the P2 queue twice as often in the round robin as P3 and P4 to minimize delay for the P2 queue. This also reserves the P2 configured bandwidth.

Regardless of the connection type, if there is no traffic in the P1 queue and not all three of the other queues have traffic, the queues that do have traffic can use the full port bandwidth. For example, if there is no traffic in the P3 queue and P3=10%, that 10% of the port bandwidth can be used by the P2 and P4 queues. The P2, P3 and P4 queues may burst up to port speed if bandwidth is available.

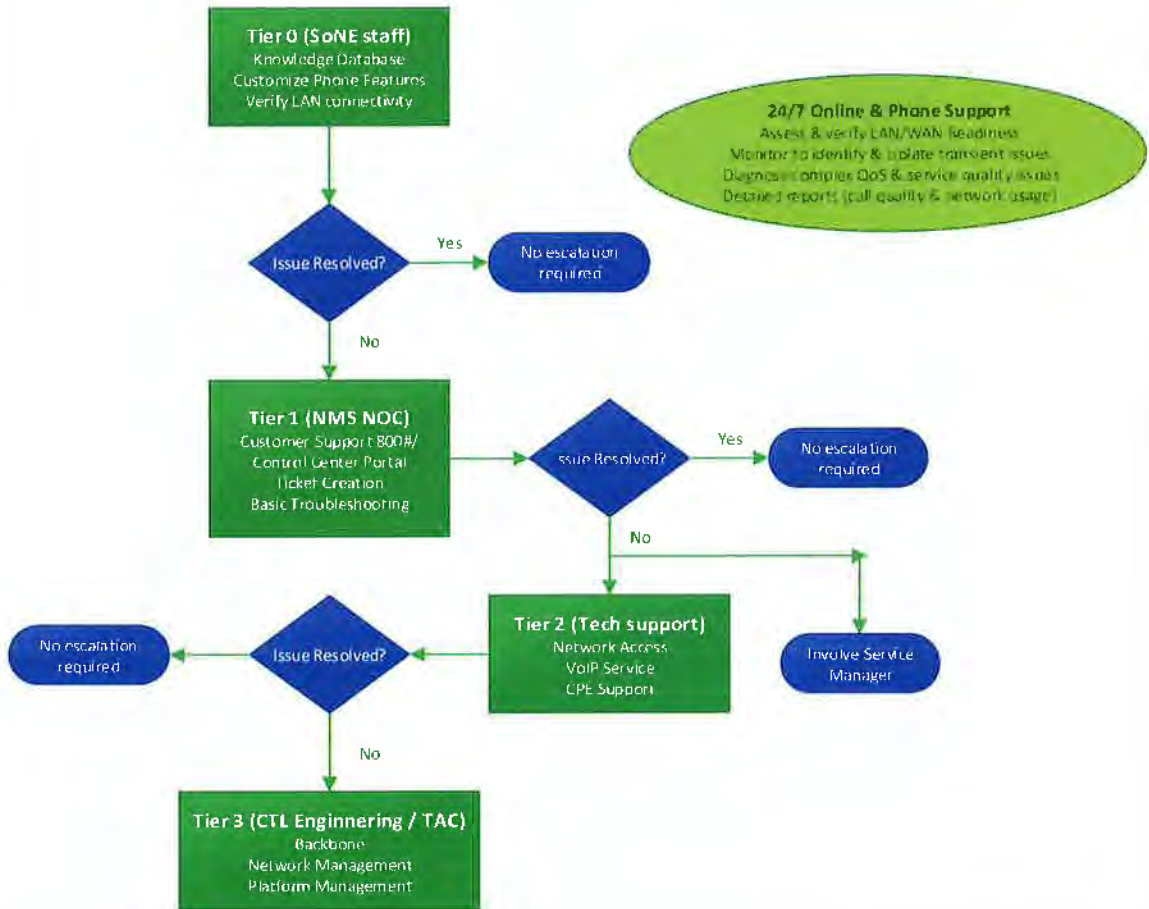


	<p>With queuing option B, the bandwidth setting for P1 is ignored since P1 is always serviced until it is empty.</p> <p>With a dedicated IP connection or an ELA connection, if P1 and P2 do not consume all the available bandwidth and the P3 and P4 queues both have traffic to send, the queues are serviced in the following order: – P1-P2-(repeat P1-P2 until P1 is empty and P2 has exhausted its allocation)-P3-P1-P2-(repeat P1-P2 until:</p> <ul style="list-style-type: none"> • P1 is empty and P2 has exhausted its allocation)-P4, repeat whole sequence • The P1 and P2 queues are serviced until P1 is empty and P2 has exhausted its allocation, then P3 and P4 are alternately serviced 		
SN-7	<i>Describe how the solution supports IPv6.</i>		
Bidder Response:	CenturyLink Hosted VoIP will support customer environments which are enabled for dual stack which supports IPV4 and IPV6 address assignments.		
SN-8	<i>What troubleshooting duties will State personnel be responsible for?</i>		
Bidder Response:	The State personnel will be responsible for troubleshooting between the voice gateway router in the datacenters through your WAN and LAN to the desktop UNLESS you decide to outsource that management to CenturyLink.		
SN-9	<i>What level of monitoring is provided by the Contractor?</i>		
Bidder Response:	CenturyLink will provide 24/7 monitoring of the Hosted VoIP platform, PSTN access, and the CenturyLink network. It is recommended that the Network Management Service (NMS) be applied to the voice gateway router, which will allow CenturyLink to monitor and proactively support those devices as well.		
SN-10	<i>Describe any remote diagnostic capabilities and any firewall policies, including all TCP and UDP port(s), that will be required to enable this functionality.</i>		
Bidder Response:	<p>CenturyLink will manage all facets of the solution up to the voice gateway router. With the Network Management Service (NMS), CenturyLink will proactively monitor, diagnose, and manage that device as well. Beyond that we may be able to see handset status but, cannot guarantee to provide any diagnostic data beyond the voice gateway router.</p> <p>CenturyLink will be delivering the service via dedicated MPLS connection, so we do not require a firewall be put in place. The voice traffic will be encrypted in adherence with TLS 1.2 / SRTP and will not travers the internet at any time, unless specifically routed there by the State. If the state chooses to put a firewall in place, the firewall policy will need to be configured to pass inbound and outbound traffic to specified IP or DNS addresses on the following ports:</p> <table border="1" data-bbox="337 1528 1479 1787"> <tr> <td data-bbox="337 1528 792 1787"> <u>Phones Only:</u> TCP: 443 UDP: 123 UDP/TCP: 53 TCP/TLS: 8934 UDP/SDES: 19560 to 65535 </td> <td data-bbox="792 1528 1479 1787"> <u>Phones and UC Applications:</u> TCP: 80, 443, 1081, 2208, 8443, 5222, 5280 to 5281, 52644 to 52645 UDP: 123 UDP/TCP: 53 TCP/TLS: 8934 UDP/SDES: 19560 to 65535 </td> </tr> </table> <p>The specific IP and DNS addresses will be provided to the state once the project has been awarded.</p>	<u>Phones Only:</u> TCP: 443 UDP: 123 UDP/TCP: 53 TCP/TLS: 8934 UDP/SDES: 19560 to 65535	<u>Phones and UC Applications:</u> TCP: 80, 443, 1081, 2208, 8443, 5222, 5280 to 5281, 52644 to 52645 UDP: 123 UDP/TCP: 53 TCP/TLS: 8934 UDP/SDES: 19560 to 65535
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SN-11	<i>Bidder should provide a list of the various network elements and devices that are monitored and the procedure for reporting trouble to the OCIO.</i>
Bidder Response:	a. Ethernet termination device (Ciena 3916 or Cisco 3750) at each datacenter b. Voice Gateway Router (Cisco 4431) at each datacenter
SN-12	<i>Describe how the solution supports DHCP. Explain what DHCP options are used.</i>
Bidder Response:	Other than the provisioning of the correct IP information, there are no additional options required in the DHCP configuration.
SN-13	<i>Describe if the State will be allowed or required to monitor Contractor owned equipment.</i>
Bidder Response:	The State will be allowed, but not required, to monitor the voice gateway router. CenturyLink will enable SNMP on the router to allow the State to monitor the devices with the network management platform of their choice. In addition, the State can opt to have the CenturyLink Network Management Service (NMS) added to the gateway routers. This will provide 24/7 monitoring and proactive maintenance of the devices by CenturyLink, in addition to providing email-based alerts and notices to recipients chosen by the State.
SN-14	<i>Describe if the Contractor requires access to State owned equipment. Explain what level of access is required.</i>
Bidder Response:	No, we do not require access to State owned equipment. However, the state will be responsible for maintaining and troubleshooting that equipment. CenturyLink may ask that the state make configuration changes, or provide configuration details or system logs, if issues arise during or after deployment of the solution.
SN-15	<i>Describe the levels of security included with the bidder's solution (IP network security, etc.).</i>
Bidder Response:	The proposed solution includes multiple levels of security. First, the network transport: The Managed data bundle includes in the proposed solution provides advanced routing and security configuration options with an advanced software solution on the routers. Second, the Hosted VoIP platform includes the feature called Secure SIP. This add-on feature includes SIP TLS and SRTP. SIP TLS and SRTP are communication methods used to enhance security of SIP traffic between end-points and the SBC across open networks. TLS and SRTP encrypts the SIP and RTP IP packets using similar methods used by secure web pages that communicate over HTTPS. The packets are encrypted by each end and sent over the network to be decrypted by the receiving end using keys generated by each end using a master key. Encryption will be between the SBC and end-point on the customer premise.



SN-16	
Bidder Response:	<p>The demarc between CenturyLink and the State will be the two voice gateway routers. CenturyLink will manage that device and everything outside of that, including the Hosted VoIP platform, PSTN access and CenturyLink network. The voice gateway routers will be each be the Cisco 4431 and will be maintained and licensed by CenturyLink. If the State would like changes to be made to the router configuration, CenturyLink can make them upon request provided that the changes do not interfere with service delivery or CenturyLink policy. Please see diagram in "Appendix G – Concept Drawing"</p>
	<p><u>Post Implementation Support</u> <u>Carrier-hosted solution</u></p>
PI-1	<p><i>The Contractor must provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. Describe how the solution meets this requirement.</i></p>
Bidder Response:	<p>Support for the CenturyLink Hosted VoIP platform and the CenturyLink network are available 24/7/365. In addition to toll free support numbers, CenturyLink's solution includes Network Management Service (NMS) applied to the CenturyLink provided voice gateway routers. The routers and network connections are proactively monitored 24/7 to speed problem resolution times and provide real time notifications to the State's designated maintenance personnel. Service alarms and/or errors within the CenturyLink platform will be detected and tracked by the CenturyLink NOC. The CenturyLink NOC will determine if alarms/errors are service impacting. If so, a ticket will be opened in CenturyLink's Control Center customer portal, and the customer can set notifications within Control Center on if and how you want to be contacted regarding service tickets. Should the State of Nebraska identify an issue before CenturyLink does, the issue can be reported directly to CenturyLink by opening a ticket via the Control Center portal, or by contacting the CenturyLink NOC via the National Service Center toll free number. The State is also assigned a Service Manager who will be familiar with all of the State's accounts and services and will act a point of contact to help speed problem resolution as well as assist with project planning, service, and implementation.</p>

<p>PI-2</p>	<p>The centralized Trouble Reporting Center must provide notification to the State immediately after any occurrence of a service affecting network failure condition when the State has not previously reported such failure. Describe how the solution meets this requirement.</p>
<p>Bidder Response:</p>	<p>CenturyLink provides immediate email notification. Updates are provided until resolution via calls and email.</p>
<p>PI-3</p>	<p>Bidder must provide a flow chart along with other available contractor documentation describing the trouble reporting and the contractor's problem escalation support model. Describe how the solution meets this requirement.</p>
<p>Bidder Response:</p>	<p>The support flow chart is included. If awarded, CenturyLink will provide further process flow information once the appropriate account and support teams have been assigned. This information will include names, titles, and contact information for relevant support and account team personnel and departments, along with escalation procedures.</p>  <pre> graph TD T0[Tier 0 (SoNE staff) Knowledge Database Customize Phone Features Verify LAN connectivity] --> D1{Issue Resolved?} D1 -- Yes --> E1(No escalation required) D1 -- No --> T1[Tier 1 (NMS NOC) Customer Support 800#/ Control Center Portal Ticket Creation Basic Troubleshooting] T1 --> D2{Issue Resolved?} D2 -- Yes --> E2(No escalation required) D2 -- No --> T2[Tier 2 (Tech support) Network Access VoIP Service CPE Support] T2 --> D3{Issue Resolved?} D3 -- Yes --> E3(No escalation required) D3 -- No --> E4(Involve Service Manager) E4 --> D3 D3 -- No --> T3[Tier 3 (CTL Engineering / TAC) Backbone Network Management Platform Management] T3 --> E5(No escalation required) </pre> <p>24/7 Online & Phone Support Assess & verify LAN/WAN readiness Monitor topology & isolate transient issues Diagnose complex DoS & service quality issues Detailed reports (call quality & network usage)</p>
<p>PI-4</p>	<p>Upon Intent to Award, the bidder must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain. Describe how the solution meets this requirement.</p>
<p>Bidder Response:</p>	<p>Upon Intent to Award, CenturyLink will provide the escalation procedure and contact list that includes the required information.</p>

PI-5	<i>The bidder must provide Service Level Agreements (SLA) that are applicable to the service being proposed. SLA's must be included with the Bidder's proposal.</i>
Bidder Response:	CenturyLink has provided applicable SLAs in "Appendix C - CenturyLink Service Level(s) (SLAs)".
PI-6	<i>The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response.</i>
Bidder Response:	Please see "Appendix D - Redundancy", as well as "Appendix E - CenturyLink Corporate Business Continuity Management Program"
PI-7	<i>Describe any end user documentation provided.</i>
Bidder Response:	CenturyLink will provide user guides in electronic format. In addition, tutorial videos are available for select features and functionality.
PI-8	<i>Describe any administrator documentation provided.</i>
Bidder Response:	User training is included in deployment of the solution. Training is provided as instructor led, web-based courses, at the time of initial implementation of the service, and is augmented with on-line resources available anytime during the service contract period.
PI-9	<i>Describe any end user training provided.</i>
Bidder Response:	Basic user training will be provided as in a train the trainer environment. Detailed documentation and user guides can be provided to the State of Nebraska in PDF format for additional user features.
PI-10	<i>Describe any administrator training provided.</i>
Bidder Response:	Administrator training is included in deployment of the solution. Training is provided as instructor led, web-based courses, at the time of initial implementation of the service, and is augmented with on-line resources available anytime during the service contract period.
	<u>E911</u>
	<u>Carrier-hosted solution</u>
E-1	<i>Describe your procedure for making adds, moves, and deletions from the PSALI database.</i>
Bidder Response:	At the time of install, all PS/ALI information will be entered by CenturyLink. If PS/ALI database information needs to be added or updated after the initial installation, the State will simply enter the request in the Hosted VoIP portal and CenturyLink will process the request.
E-2	<i>Proposed solution must support E911 by allowing callers to dial "911", or "9, 911". Describe how the solution meets this requirement.</i>
Bidder Response:	The proposed solution supports E911 and emergency dialing. Dialing 9 is not required for any calls, including calls to 911, to be properly routed. (a) Required Federal Communications Commission ("FCC") Warning. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP seats that are not associated to a stationary IP enabled device (e.g, from Voicemail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency

services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or “PSAP”) under the following circumstances: (i) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States, or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer’s e-mail address of record. “911 Update Interval” is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (Important: Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer’s data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); (vi) while maintenance work is being performed; or (vii) if Customer’s area does not have 911 emergency service. Additionally, CenturyLink does not support Remote SCAs on IP devices used with the Service. If a Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote SCA, not to the 911 location in San Francisco.

(b) Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The 911 emergency service provided is Enhanced 911 emergency service in that the calling party number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User’s CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

(c) Access to 911 Service/Warning Labels. Access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with

	Hosted VoIP, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning.
	<u>Business Requirements</u>
	<u>Carrier-hosted solution</u>
BR-1	<i>The State will not accept any requirements by the bidder concerning minimum orders. The State may place orders for 1 line, or as many as 1000 lines at any given time and will pay the same installation and monthly rate for each line regardless of the quantity of lines ordered. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink understands that the State will not accept any requirements by the bidder concerning minimum orders. There are no minimum orders required the State may place orders for 1 line, or as many as 1000 lines at any given time. The volume of orders will not affect installation and or monthly rates.
BR-2	<i>The State requires the ability to remove lines as Agency requirements change. This will be done at any time without penalty, and the Contractor will cease billing on any lines removed from service. Describe how the solution meets this requirement.</i>
Bidder Response:	The current CenturyLink MSA which is held with the State regarding Centrex lines has non-appropriation language. This is CenturyLink's standard language which allows for the addition and removal of lines. CenturyLink will submit our standard MSA and will work directly with the State's legal department to insure we have a mutually agreed upon MSA that will comply with the requirements of the RFP.
BR-3	<i>The OCIO will provide a list of State personnel to the contractor that are authorized to place orders and make billing inquiries. The Contractor will not accept or act on orders and inquiries from anyone whose name does not appear on the OCIO provided list. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink will provide a dedicated account team that will include a Two (2) Relationship Managers, Pre-Sales Engineer, Client Support Manager, and Account Consultant. Authorized parties from the OCIO can work directly with the dedicated account team for order and billing inquiries. CenturyLink will develop a client handbook that will outlines all order, billing and repair processes. CenturyLink will add the states approved list of employees whom have been deemed as are authorized to place orders and make billing inquiries and will only work with the approved employees.
BR-4	<i>When requested by the State, the Contractor must provide reports including VOIP Line inventory and physical addresses. The State prefers access to the above information through an on-line, near real time system via the Internet at no additional cost. Describe how the solution meets this requirement.</i>
Bidder Response:	The CenturyLink Hosted VoIP customer portal provides the customer's site administrators with real time visibility into their VoIP service. The site administrators can view a site's inventory, station type, and the addresses assigned to each line.
BR-5	<i>Volume commitments will not be accepted by the State. If the bidder submits a response that contains Volume Commitments the bid may be rejected. Describe how the solution meets this requirement.</i>
Bidder Response:	CenturyLink understands that the State will not accept volume commitments. CenturyLink's offering has no minimum volume requirements.

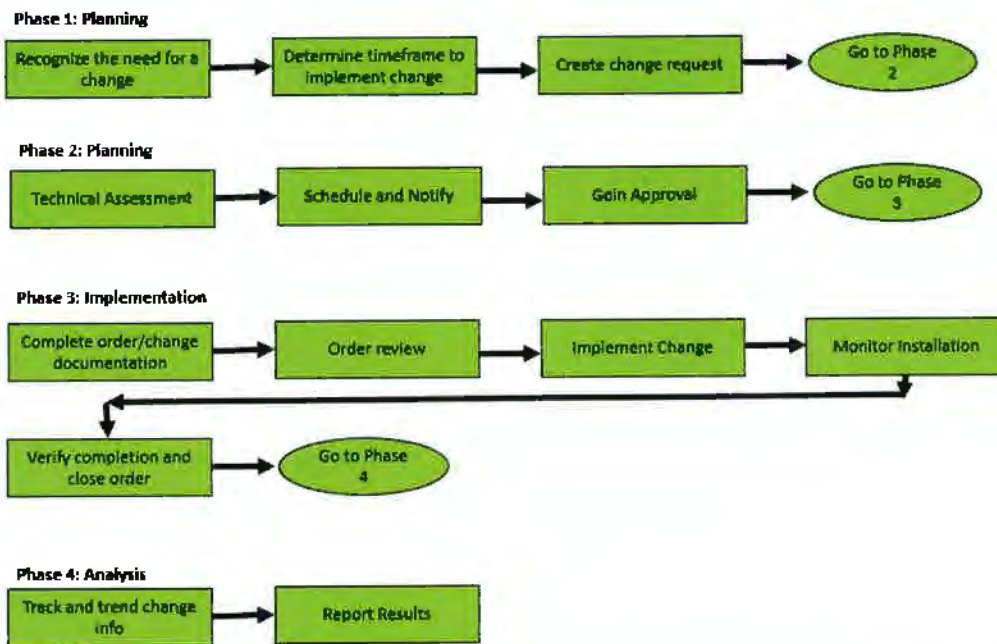


BR-6	<i>The State requires timely response to all requests for order activity. All requests should be acknowledged by the Contractor in writing within 48 hours. Contractor order number and order due date must be sent to the OCIO within 5 business days. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>CenturyLink understands that the state requires timely response to all requests for order activity and that all requests should be acknowledged by the Contractor in writing within 48 hours. The CenturyLink account team will acknowledge the receipt of the order request from the state within 48 hrs. Account team will review request to ensure necessary documentation and specifications are complete prior to submitting the order. If there is any incomplete order information The CenturyLink Relationship Manager, Sales Engineer and Account Consultant will contact the state immediately to rectify the incomplete information. Once the information is obtained from the state the CenturyLink Account Consultant will submit the order and will communicate the details within 5 business days. Account team continuously report to the state the order information i.e. orders numbers, due dates, and any order related information.</p>
BR-7	<i>With the exception of those orders that incur porting delays, all order activity must be completed by the Contractor within 14 calendar days of the State placing the order. Describe how the solution meets this requirement.</i>
Bidder Response:	<p>CenturyLink understands that the state recognizes the possibility of porting delays and has offered the full details of the porting interval process listed below. The CenturyLink account team will follow the above requirements outlined the question BR-6 were CenturyLink will acknowledge the receipt of the order request from the state within 48 hrs. Account team will review request to ensure necessary documentation and specifications are complete (LOA's CSR information, authorized signatures) prior to submitting the order. If there is any incomplete order information The CenturyLink Relationship Manager, Sales Engineer and Account Consultant will contact the state immediately to rectify the incomplete information. Once the information is obtained from the state the CenturyLink Account Consultant will submit the order within 5 business days completing the issue of the order. The Account team continuously report to the state the order information i.e. orders numbers, due dates, and any order related information including porting delays</p> <p>Porting Process Intervals:</p> <p>** Porting intervals from start to finish, assuming the circuit and equipment has been turned up and the order is clean with LOA (LOA needs to precisely match the CSR). Porting intervals begin when provisioning submits the port request to the losing carrier:</p> <ul style="list-style-type: none"> • 49 or less Telephone Numbers to Port: (in business days) Total Business Days: 15 business days • 50 or more Telephone Numbers to Port: (in calendar days) Total Calendar Days: 30 calendar days. <p>***Should the losing carrier reject a port request; the porting intervals are reset.</p>

BR-8	<p><i>The State and the Contractor will work in partnership to ensure the services provided under this contract will be refreshed as technologies evolve and user needs grow. This technology refreshment clause will be a required condition of the contract. At a minimum the State and the Contractor will conduct yearly reviews during the term of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new optional pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. Describe how the solution meets this requirement.</i></p>
Bidder Response:	<p>CenturyLink understands and agrees to work with the state in partnership to ensure the services provided under this contract will be refreshed as technologies evolve and user needs grow. CenturyLink will address the states needs and will work with both legal departments to insure a technology refreshment clause will be included in the contract. The CenturyLink account team will conduct yearly reviews during the term of the contract to review service offerings and pricing. CenturyLink understands that these reviews may result in expanding the services offered by the CenturyLink to include new optional pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations. We acknowledge that there are changes in the industry related to regulation and/or pricing mechanisms and will work with the state in the modification of rates identified in the services offered by the CenturyLink when deemed necessary.</p>
BR-9	<p><i>Bidder must submit a Change Management Plan with their bid response detailing the change management process and approach.</i></p>
Bidder Response:	<p>CenturyLink, in conjunction with our vendors, shall perform regular reviews of our system(s), and shall ensure that all hardware and software security updates (including, but not limited to, anti-virus definition updates, operating system and application security patches, firmware updates, and related actions) and any other remediation processes deemed necessary. These will be applied to the platform and devices as needed.</p> <p>In addition, CenturyLink will notify the customer when major point releases are announced and will work information as to the nature of the release. These releases will be done during defined maintenance windows that will be provided at the time of RFP award.</p>

CenturyLink's Change Management Process includes four phases and is highlighted as follows:

Planning, Preparation, Implementation, and Analysis



BR-10

All due dates must be met by the Contractor. In the event that a Contractor provided due date cannot be met, the OCIO must be notified in writing at least two (2) business days prior to original due date. The Contractor must notify the service requestor when a work order has been completed. Describe how the solution meets this requirement.

Bidder Response:

CenturyLink understands that All due dates must be met by the contractor and in the event of a delay the contractor must notified the OCIO in writing at least two (2) business days prior to original due date. CenturyLink will notify the OCIO of any delays in the completion of any order within the outlined time frame and will notify the service requestor when a work order has been completed. With the approval from the State CenturyLink will add authorized parties from OCIO office on all orders as the main order contact, so that they are notified by the Project Coordinator as the order progresses. We will strive to meet the target dates on all orders.

Project Planning And Management

Carrier-hosted solution

PP-1

Bidder must describe in the proposal each of the steps they will take during discovery, network assessment, individual site assessment, and install. Bidder must provide a draft Project Management Plan with their proposal.

Bidder Response:

In addition to the overall implementation process diagram below, a high-level Project Management Plan (PMP) can be viewed in "Appendix F – Project Plan". A detailed Project Management Plan (PMP) will be developed upon contract execution once RFP is awarded.

Implementation Methodology



II. TERMS AND CONDITIONS


Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
		JO 	<p>CenturyLink respectfully rejects the State's proposed order of precedence and instead proposes to add the following "Order of Precedence" to the CenturyLink Contract. We believe this order of precedence will establish the documents in an order that more accurately reflects the intent of the parties, the proper priorities for the types of services we are proposing, and minimizes potential conflicts by prioritizing service-specific terms.</p> <p>Order of Precedence. In the event of a conflict between this Agreement and the terms of any Service Attachment and/or Customer Order, the order of precedence is as follows: (1) the Service Attachment; (2) this Agreement and any amendments or addendums thereto; (3) any Customer Orders; (4) CenturyLink's submitted Proposal to the RFP, and (5) the original RFP and any Addenda to the RFP.</p>

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed

Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.
Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO <i>JO</i></p>	<p>CenturyLink respectfully rejects the notice language in this section and proposes to rely on the notice provision in Section 9.4 of the CenturyLink Contract in lieu of the notice provision in this section. The provision in the CenturyLink Contract is a bit broader and specifically allows notice by email, which CenturyLink believes better reflects the realities of how the parties will ultimately communicate and conduct business, and it promotes efficiency.</p> <p>Upon award, we agree to specify and add to the CenturyLink Contract a contract manager for both parties.</p> <p>We have copied Section 9.4 below for your reference:</p> <p>Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First-Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via the following website / link: http://www1.level3.com/disco/disco.html and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.</p>

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract. Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.



C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
JO			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
		JO	<p>CenturyLink has read, understands, and will comply in accordance with the redlines shown below. CenturyLink has deleted the last sentence of the first paragraph because we believe this sentence is too vague and therefore creates the possibility for disputes over its requirements.</p> <p>Furthermore, CenturyLink proposes that the parties modify the scope of required amendments to the contract that are described in the second paragraph. CenturyLink agrees that any changes to the contract terms must be memorialized through an amendment. However, CenturyLink suggests that for standard change orders and standard purchase orders, the parties' needs would be more efficiently served by agreeing to a process that does not require an amendment to the contract to implement those changes or additions to services. We would like to discuss this further upon award and add language to the resulting contract that clarifies this distinction. CenturyLink has redlined the second paragraph in accordance with this clarification.</p>

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. ~~The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.~~

~~No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost of a proposed change order, but both parties agree that immediate implementation is necessary, upon mutual agreement of the parties, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.~~

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
		JO 	<p>CenturyLink respectfully rejects this provision, and instead proposes that we rely on the language in the CenturyLink contract. Please review the CenturyLink Contract Sections 9.4 and 9.8, which contain our proposed language regarding waiver and notice provisions. Upon award of the business under this RFP to CenturyLink, we are happy to negotiate the addition of additional language describing the parties' obligations to notify of any breaches of the contract. For clarity regarding any future language negotiations that may occur between us pursuant to this section, CenturyLink can agree to provide prompt notice to the State of any actual breach, but cannot agree to provide notice of potential breach, because not all potential issues become actual breaches. Such a requirement could create an unmanageable administrative burden to comply with.</p> <p>We have also copied those sections of the CenturyLink Contract below for your reference:</p> <p>Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First-Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via the following website / link: http://www1.level3.com/disco/disco.html and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to</p>



			<p>Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.</p> <p>Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).</p>
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If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p>JO</p>	<p>CenturyLink respectfully rejects the State's proposed language and instead proposes that the applicable provisions in our CenturyLink Contract govern termination, breach, and notice requirements. Please review the applicable termination, default, and notice provisions contained in the CenturyLink Contract. Provisions for termination of the CenturyLink Contract or specific services are contained in the CenturyLink Contract and Service Attachments.</p>

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.



H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
JO			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
JO			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
		JO	CenturyLink respectfully rejects this provision and proposes the redlines below and to instead rely on the language in the CenturyLink Contract. CenturyLink believes the CenturyLink Contract contains the appropriate allocation of responsibilities between the parties. Upon further progression of the award of business under this RFP to CenturyLink, we are willing to negotiate and include additional indemnification language specific to property damage or intellectual property.

1. GENERAL

~~The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.~~

2. INTELLECTUAL PROPERTY

~~The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim~~

~~that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.~~

~~If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.~~

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE


The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

~~Except as set forth in the agreement, nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.~~


6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	CenturyLink respectfully rejects this provision at the time of bid submission, but upon award we are willing to discuss and negotiate adding an attorney's fees provision. Typically, CenturyLink prefers to have each party be responsible for its own costs and fees so that each party is incentivized to control its own costs and use good judgment over the resources to expend. However, CenturyLink will comply with all laws applicable to the delivery of its services, so will comply with this provision to the extent it applies pursuant to applicable law.

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink respectfully rejects this provision and instead offers the provisions contained in the CenturyLink Contract. It contains provisions that discuss various remedies that are appropriate for various types of breach or failure to meet service level requirements.</p> <p>CenturyLink's standard contract does not include a liquidated damages provision nor a damage cap. We believe this is the best reflection of the fact that one liquidated damages calculation may not be the appropriate remedy for all types of breach that can occur under the broad services contract that would result from this RFP, and setting forth a specific provision for every type of potential breach that may arise from the type of services we provide is impractical. Instead, we offer unlimited direct damages while capping indirect damages. We also offer specific remedies for installation delay or other service issues. These items are set out in the CenturyLink Contract.</p> <p>Below we have copied the most relevant provisions from the CenturyLink Contract that are not service-specific for your review.</p> <p>6. Liabilities and Service Levels.</p> <p>6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.</p> <p>6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.</p> <p>6.3 Service Levels.</p> <p>(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.</p>



			<p>(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at http://www.level3.com) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.</p> <p>6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.</p>
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Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidate damages due the State as noted below. Contractor will be notified in writing when liquidated damages will commence.

In events where the Contractor does not correct invoices, the State reserves the right to pursue one or more of the following remedies:


1. *Withholding of payment on disputed invoices.*
2. *"Vendor Performance Report" Filed with Materiel Division.*
3. *Removing or suspending Contractor from State vendor list.*
4. *Additional legal action as deemed appropriate by the State.*

Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet these requirements will result in liquidated damages that compensate the State for all costs including labor for such resolutions. The State may choose to deduct an amount equal to the hourly labor rate for employees time spent identifying and disputing billing errors and tracking credits for billing errors. All billing errors must be corrected and/or credited within 60 days

FOR SERVICE DELIVERY NONCOMPLIANCE

For all orders placed after initial installation, committed due dates from the Contractor must be honored or liquidated damages may be assessed. If the committed due date for installation is not met within one day of the scheduled date, the Contractor must waive all installation charges, including labor for that particular order. If the install is not completed within three (3) days of the committed due date the Contractor must further waive the first month of charges for the services that are delayed.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	CenturyLink respectfully rejects this provision and instead proposes that the parties use the assignment language contained in the CenturyLink Contract, which is also copied below. We believe this language is in line with the spirit of the State's requested language, but provides specifics that better allow the parties to identify the limited scenarios in which assignment without consent of the other party is



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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.


N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political sub divisions may be found at the web site of the Nebraska Auditor of Public Accounts.




Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink respectfully rejects this provision and instead requests that the parties agree to the simple language contained in the CenturyLink Contract, copied below. We do not want to set either party up for failure by including conditions that may trigger the parties to dispute in the moment whether a force majeure event has occurred or whether technicalities of complying with the provision have been met. We believe this simple provision is in the best interest of both parties to quickly move through the other challenges that would be occurring during a force majeure event.</p> <p>Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").</p>

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Lab or disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink respectfully rejects this provision and instead proposes that we use the language in the CenturyLink Contract. Please see Section 9.6, which contains our proposed confidentiality language and the parties' rights and obligations with respect to confidential information, also copied below. The CenturyLink Contract also includes a provision stating that CenturyLink will comply with all laws applicable to our delivery of services, therefore this provision would automatically cover all statutory requirements, making it unnecessary to specifically list them in the contract.</p> <p>Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees,</p>

			contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party
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All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
		JO 	<p>CenturyLink has read, understands and respectfully clarifies and takes exception with this provision. In the event of termination of services, the State would be responsible for payment of early termination or service cancellation charges in addition to payment for services already provided prior to the termination date.</p> <p>Please review the various termination provisions contained in the CenturyLink Contract. Each Service has a specific termination liability provision that varies according to the characteristics of each Service. These provisions are contained in the service-specific Service Attachments.</p>

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;



- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	CenturyLink has read, understands, and will comply as shown in the modifications below. CenturyLink has added some language to clarify that "deliverables" or ownership and title of data may not be applicable to every service.


Upon contract closeout for any reason the Contractor shall within 30 days unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State, if deliverables are contemplated in the Agreement or the applicable Service Exhibit;
2. Transfer ownership and title to all completed or partially completed deliverables to the State; if transfer of ownership and title to deliverables is contemplated in the Agreement or the applicable Service Exhibit;
3. If applicable pursuant to the Agreement or the applicable Service Exhibit, Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">JO</p> 	<p>CenturyLink has read, understands, and will comply with this provision as modified below. CenturyLink reserves the right to make changes to its organization. CenturyLink understands the importance of consistency in personnel and will attempt to limit changes. Although CenturyLink works closely with customers to try to reach a good match between customer and Account Team, and with as little turnover as possible, ultimately the responsibility of assigning employees lies with CenturyLink to best meet the needs of the business.</p> <p>CenturyLink has also removed references to subcontractors since we are not proposing to use subcontractors to perform the services proposed in our response.</p>

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract, provided that CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

~~By name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.~~

All personnel assigned by the Contractor to the contract shall be employees of the Contractor ~~or a subcontractor~~, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor ~~or a subcontractor~~ to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor ~~or the subcontractor respectively~~.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

~~If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.~~

~~The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.~~

~~Contractors shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.~~

~~The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.~~

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO JO			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services web site at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
- If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT/ NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
JO			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
		JO	CenturyLink has read, understands, and will comply with this provision as modified below. The CenturyLink Contract contains a broad statement that CenturyLink will comply with all applicable laws, rules, and regulations, so by extension, we will comply with all legal requirements to deliver the services. CenturyLink's preference is to remove additional language like this to reduce the possibility of introducing conflicting terms.

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. ~~The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.~~

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
	JO		CenturyLink respectfully rejects this provision as not applicable to the services we are proposing in our response. The services we are proposing do not involve deliverables or data that we would develop on behalf of the State. For any IP rights that may arise from the services, please refer to the provisions contained in the CenturyLink Contract specific to such services.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.



G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
		JO 	CenturyLink has read, understands, and is willing to agree to this provision as modified below. In lieu of a Certificate of Insurance (COI), CenturyLink’s Memorandum of Insurance (MOI) is available at www.centurylink.com/moi . Neither are legal documents; therefore, one does not provide additional protection over the other. They are both methods of evidencing coverage. However, the MOI has an advantage over a COI, as it includes actual policy language on the document as related to additional insured/waiver of subrogation. If there are additional questions, please contact insurance.evidence@centurylink.com . Additionally, CenturyLink is not proposing to use subcontractors to provide the services we are proposing in this response.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current ~~Certificate-Memorandum of Insurance/Agreed Form (COI)~~ verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor sub contracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each sub contractor and provide a ~~COI~~ MOI verifying the coverage for the sub contractor;
2. Require each sub contractor to have equivalent insurance appropriate for the work being performed and provide written notice to the State that the Contractor has verified that each sub contractor has the required coverage; or,
3. Provide the State with copies of each sub contractor’s Certificate Evidence of Insurance evidencing the required coverage.

The Contractor shall not allow any Sub contractor to commence work until the Sub contractor has equivalent insurance. The failure of the State to require a ~~COI/MOI~~ or the failure of the Contractor to provide a ~~COI/MOI~~ or require sub contractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. ~~The policy shall include a waiver of subrogation in favor of the State, for losses caused by and to the extent of Contractor's negligence. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.~~ The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor ~~and any Subcontractor performing work covered by this contract~~ from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI-MOI shall contain the mandatory COI liability waiver language, for losses caused by and to the extent of the Contractor's negligence found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY (including PROFESSIONAL LIABILITY)	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
<i>"Workers' Compensation policies shall include a waiver of subrogation in favor of the State of Nebraska."</i>	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
<i>"Commercial General Liability & Commercial Automobile Liability policies shall name include the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-</i>	



insurance carried by the State shall be considered secondary and non-contributory as additionally insured."

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

- NOTE: Memorandum will evidence similar language as required above.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate memorandum of insurance coverage complying with the above requirements prior to beginning work at:

Office of the CIO
Attn: Controller
501 South 14th Street
Lincoln, NE 68508

These certificates memorandum or the cover sheet shall reference the RFP number, and the certificates memorandum shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO	CenturyLink respectfully rejects this provision and clarifies the terms we can agree to, as shown by the modifications below. CenturyLink can agree to not knowingly employing or soliciting any individual known by CenturyLink to have a conflict of interest. However, we would need to incorporate language into this section clarifying that CenturyLink cannot be held in breach of this provision, and is not responsible for, applicants who may apply to work at CenturyLink of their own doing, or if



			CenturyLink employs an individual whom we did not know to have a conflict of interest with the State, as shown below. Furthermore, CenturyLink cannot agree to the two-year time frame after the contract, as we do not have internal procedures in place to track this. Upon award of the business contemplated under this RFP to CenturyLink, we are happy to negotiate specific language for this section to incorporate in our comments in response to this section in addition to the redlined language changes shown below. Finally, we have rejected the last clause of the last sentence because we believe this clause is too vague and therefore creates the possibility for disputes over whether someone had "influence" over the RFP.
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By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, ~~for a period of two years after execution during the term~~ of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, ~~or who had any influence on decisions affecting the RFP or project.~~ Notwithstanding the foregoing, CenturyLink shall not be responsible for nor be deemed to be in breach of this provision on account of applicants who apply for employment with CenturyLink on their own initiative or for individuals who CenturyLink employs without knowing those individuals had a conflict of interest with the State.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO	CenturyLink has read, understands, and clarifies that it will comply as limited by the damages limitations contained in the CenturyLink Contract.

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO	CenturyLink respectfully clarifies the terms we can agree to, including the redlines shown below. CenturyLink is willing to use reasonable efforts to comply with all reasonable site rules and regulations. In this language, we have added language to clarify that those rules and regulations are reasonable and will be provided to us in advance. This provides CenturyLink with the best opportunity to comply accordingly or to raise any issues ahead of time if there were something we were concerned we could not comply with. Upon award of the business



			contemplated under this RFP to CenturyLink, we are happy to negotiate additional specific language for this section to incorporate into the CenturyLink Contract.
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The Contractor shall use its **best reasonable** efforts to ensure that its employees, agents, and Sub contractors comply with **reasonable** site rules and regulations while on State premises. **Site rules will be provided to Contractor in advance whenever possible.** If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. **No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.**

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
JB			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS :
JO JB			<p>The design and redundancy of CenturyLink's IQ Network provides a highly available and resilient WAN solution to the State. All IQ Networking routers feature redundant common logic with redundant sources of central office power with emergency backup. All IQ Networking POPs have redundant and diverse fiber paths to other IQ POPs, and each fiber path is traffic-engineered to a utilization of 50 percent or less to support failover of data traffic. The State is referred to the CenturyLink IQ Networking Service Level Agreement for details of the availability and performance of the service.</p> <p>CenturyLink will provide a copy of our Disaster Recovery Plan upon request from the State.</p>

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

0. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

*Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity.
Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.*

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JO			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The billing cycle for all contractor provided services must end on the last day of each month, and the next billing cycle must begin the first day of the following month.

A paper summary invoice must be delivered to the AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The paper invoice must include all current services covering the previous calendar month and must be delivered by the 10th of the month. Bidders must provide snap shots depicting the actual invoice format that includes each service type offered.

The paper invoice must show order activity detail and current monthly charges by services and be organized in a clear and precise manner. An overall summary must provide total lines and total cost.

An accurate electronic station billing file must be delivered to the OCIO. This electronic billing file must include all current services covering the previous calendar month and must be received by the 10th of each month.

Totals in the electronic Station files must match totals on the paper summary invoice. Paper summary invoices that do not match the electronic data files will not be paid until corrected.

The electronic station record file layout must be either "delimited" or "fixed length". There must be a separate line for each telephone number that includes, as a minimum, 10 Digit Station number, station type identifier, and rate (i.e. basic, standard, or premium).

An accurate electronic Toll Record file must be delivered to the OCIO (for Option A only). This electronic billing file must include all toll records covering the previous calendar month and must be received by the 10th of each month.


The format must include the following items:

1. Time of Day
2. Date of Call
3. Originating Number (calling number)
4. Originating City/State
5. Terminating Number (called number)
6. Terminating City/State
7. Call Duration (billable time).

Receiving electronic files must be an automated process. The State will not consider a CD, DVD or email attachment to be automated. Any process that relies on a single person at a desktop to receive data and manually extract or manipulate files will not be considered automation. The Contractor must deliver files to a server on the State network monthly via SFTP. The Bidder must provide a complete description of their proposed process for delivering electronic files.


The bidder must provide an example of electronic billing files. This sample must be included within 10 days of intent to award

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>For the first sentence, CenturyLink respectfully rejects this sentence and asks the State to review the CenturyLink Contract, which describes the process for a customer's acceptance of Services. State officials may inspect and approve work, but that process also needs to follow the acceptance procedures described in the CenturyLink Contract.</p> <p>For the second paragraph, since this paragraph could be construed to provide the State with the right to have unlimited access to any of CenturyLink's facilities, CenturyLink requests to add that any of the actions contemplated in this section are subject to the prior written agreement of the parties. CenturyLink has inserted a redline to this effect below.</p>

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work. Nothing in this paragraph shall be construed to grant the State access to Contractor's or Subcontractors' facilities, offices or other work locations without the prior written authorization of Contractor or Subcontractor, as applicable.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	<p>CenturyLink rejects the first sentence and instead proposes that payment be governed by the terms contained in the CenturyLink Contract. Section 4.2 covers payment, and we have copied that section here for your reference:</p> <p>Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges</p>




			<p>regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.</p>
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~~State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1))~~
 Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p>JO</p> 	<p>CenturyLink respectfully rejects this provision and instead proposes that the parties rely on the language in the CenturyLink Contract in section 4.4, copied below for reference. It contains a similar termination right for the State, but also provides CenturyLink with comfort that the State has an obligation to secure funding.</p> <p>Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior</p>



			written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.
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The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JO 	CenturyLink has read, understands and will comply with the first paragraph. CenturyLink respectfully rejects the second paragraph at the time of bid submission. Upon further progression of the award of the business contemplated under this RFP to CenturyLink, we are willing to discuss and negotiate terms for reimbursement of audit costs.

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

Proposals are being sought for the purpose of securing the most cost efficient Hosted Voice Over Internet Protocol Telephony (VOIP) Services. This solution will replace the State's Centrex service in select locations throughout the State as defined in Attachment C. The purpose of this RFP is to provide for phone service that includes the most up-to-date VOIP features and functionality as a hosted service with equipment ownership, maintenance and service remaining with the Contractor.

A. VOIP HOSTING

This RFP provides two (2) options for bidding:

- Option A, Office of the Chief Information Officer (OCIO)-Hosted Solution,
- Option B, Carrier-Hosted Solution,

Bidders may bid on either one or both options. In order for a bid to be considered for more than one option, a complete, separate proposal (Corporate, Technical, and Cost) must be submitted for **EACH** option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option, (Option A, OCIO-Hosted, and Option B, and Carrier-Hosted.) the highest scoring bidder will be identified for each option (A and B). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.

The following defines the intent of this RFP:

1. **Option A: OCIO-Hosted Solution:**

The proposed solution's application in hardware, software, licensing, and all associated equipment would be maintained, supported, and managed by the Contractor and should be installed at the State's data Center. Network necessary to transport VOIP from the core platform out to the desktop would be owned and maintained by the State. PSTN connectivity resources will be provided by the State using SIP trunks.

See Attachment A for additional requirements.

2. **Option B: Carrier-Hosted Solution:**

This service will be provided by a PSC certified telecommunications carrier. The proposed solution's application hardware, software, licensing, all associated equipment infrastructure will be owned and maintained by the Contractor on the Contractor's premises. All connectivity necessary to deliver proposed service to the OCIO aggregation points in the Lincoln and Omaha data centers will be provided by the Contractor, at their cost. Network necessary to transport VOIP from the Contractor's aggregation point in the State Data center out to the desktop would be owned and maintained by the State.

See Attachment B for additional requirements.

Office of the Chief Information Officer

The Nebraska OCIO is directly responsible for this project. The OCIO provides, for the State of Nebraska, leadership, project management, planning, implementation, and support services for Information Technology for the State of Nebraska. The OCIO will provide support for the project, including support for the technical planning, implementation, testing and maintenance of the new solution.

- CenturyLink has read and understands that the Office of the Chief Information Officer is directly responsible for this project and that the OCIO provides, for the State of Nebraska, leadership, project management, planning, implementation, and support services for Information Technology for the State of Nebraska.

B. PROJECT OVERVIEW

The State currently utilizes traditional Centrex products to provide digital and analog telephony services in many locations. The purpose of this RFP is to secure a replacement of these services.

- CenturyLink has read and understands that the State currently utilizes traditional Centrex products to provide digital and analog telephony services in many locations and will be utilizing this RFP to replace the service.

C. PROJECT ENVIRONMENT

The current telephony environment is a mix of Carrier provided Centrex, POTS lines, and State operated Cisco solutions. Integration with the bidders proposed solution may be possible if that integration is feasible and economical. Any proposed solution that integrates in a manner that reduces cost and increases current network resiliency and redundancy would be preferred however, is not required. See Attachment C for a list of current Centrex quantities by City. Bidder MUST be able to provide service to ALL communities listed on Attachment C and any other community within the State of Nebraska as deemed necessary during the course of the contract.

- CenturyLink has read and understands that the State's current telephony environment is a mix of Carrier provided Centrex, POTS lines, and State operated Cisco solutions. CenturyLink intends on providing a service that will provide a solution that integrates in a manner that reduces cost and increases current network resiliency and redundancy. CenturyLink understands that a bidder MUST be able to provide service to ALL communities listed on Attachment D and any other community within the State of Nebraska as deemed necessary during the contract.

D. SCOPE OF WORK

The State is soliciting proposals for a qualified Contractor to provide a managed VOIP solution that will replace the current Centrex environment. Please see Attachment A – OCIO Hosted Solution and Attachment B – Carrier Hosted Solution.

- CenturyLink has read and understands and is proposing to provide a managed VoIP solution that will replace the current Centrex environment and will meet and exceed all requirements in Attachment B – Carrier Hosted Solution.

APPENDICES

- A. Memorandum of Insurance
- B. CenturyLink Master Service Agreement
- C. CenturyLink Service Level Agreement(s) (SLAs)
- D. Redundancy
- E. CenturyLink Corporate Business Continuity Management Program
- F. Project Plan
- G. Concept Drawing

Appendix A

Memorandum of Insurance



Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>					14-Aug-2018	
PRODUCER Marsh USA Inc. ("Marsh")		COMPANIES AFFORDING COVERAGE				
INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States		Co. A Greenwich Insurance Company Co. B XL Specialty Insurance Co. Co. C Allianz Underwriters Insurance Company Co. D ACE American Insurance Company Co. E Co. F				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General	RGD500033305	01-Sep-2017	01-Sep-2018	GENERAL AGGREGATE	USD15,000,000
					PRODUCTS - COMPO AGG	USD15,000,000
					PERSONAL AND ADV INJURY	USD3,000,000
A	Liability Occurrence				EACH OCCURRENCE	USD3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD3,000,000
					MED EXP (ANY ONE PERSON)	USD10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033405 - AOS	01-Sep-2017	01-Sep-2018	COMBINED SINGLE LIMIT	USD2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	ART3016558	01-Sep-2017	01-Sep-2018	EACH OCCURRENCE	USD10,000,000
					AGGREGATE	USD10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY: EACH ACCIDENT	
					AGGREGATE	

B WORKERS RWD500032905 01-Sep-2017 01-Sep-2018 WORKERSCOMP Statutory
B COMPENSATION/ AOS 01-Sep-2017 01-Sep-2018 LIMITS
EL EACHACCIDENT

B	EMPLOYERS LIABILITY	RWR500033005 WA	01-Sep-2017	01-Sep-2018		USD1,000,000
B	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWE500033105 WA	01-Sep-2017	01-Sep-2018	EL DISEASE - POLICY LIMIT	USD1,000,000
		RWE500033205 OH			EL DISEASE - EACH EMPLOYEE	USD1,000,000
C	Technology E&O incl. Cyber/Privacy Liability	ART3016558	01-Sep-2017	01-Sep-2018	Limits	USD10,000,000 each claim/aggregate
D	Crime	DONG23680075005	01-Mar-2018	01-Mar-2019	Limits	USD10,000,000
C	Property	ART3016558	15-Mar-2018	15-Mar-2019	Amount of Insurance	USD25,000,000

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

MEMORANDUM OF INSURANCE		DATE
		14-Aug-2018
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER	INSURED	
Marsh USA Inc. ("Marsh")	CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States	
<p>ADDITIONAL INFORMATION U.S. PROPERTY Deductible: USD25,000,000</p> <p>Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.</p> <p>Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.</p> <p>Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.</p> <p>GENERAL LIABILITY</p> <p>Automatic Additional Insured's Primary Coverage Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.</p>		

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

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

Separation of Insureds Applies

AUTOMOBILE LIABILITY

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

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

Lessor - Additional Insured and Loss Payee - All Lessors

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

Separation of Insureds Applies.

AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$USD1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

FOREIGN LIABILITY

Policy Period: May 1, 2017 to September 1, 2018

Foreign General Liability

Policy No. 80-0275766

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 General Aggregate

USD2,000,000 Products-Completed Operations Aggregate

USD1,000,000 Personal & Advertising Injury Limit

USD1,000,000 Each Occurrence Limit

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

USD50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

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

Foreign Business Auto Liability

Policy No. 80-0275767

Insurer: The Insurance Company of the State of Pennsylvania

USD1,000,000 Liability Limit, any one accident

USD25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

Policy No. 83-72885

Insurer: The Insurance Company of the State of Pennsylvania

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

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

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

EXCESS/UMBRELLA

Coverage applies per occurrence

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

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

Separation of Insureds Applies.

CONTRACTOR'S POLLUTION

Policy No. 03101161

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

Policy Period: May 1, 2016 to March 1, 2019

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

USD1,000,000 Self-Insured Retention

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

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

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

Appendix B

CenturyLink Master Service Agreement



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

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

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

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

- **Domestic CenturyLink IQ® Networking Service Exhibit**
- **CenturyLink IQ® Data Bundle Offer Attachment**
- **Hosted VoIP & IQ SIP Service Exhibit**
- **Local Access Service Exhibit**
- **Rental CPE Service Exhibit**

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

4. Billing and Payment.

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

4.2 Payment of Invoices and Disputes. Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination.

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Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

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

4.4 Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

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

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

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

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties

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resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

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

6. Liabilities and Service Levels.

6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

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

6.3 Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.

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

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

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

8. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires

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Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

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

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

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

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

9.5 Acceptable Use Policy and Data Protection. Customer must conform to an applicable Acceptable

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Use Policy ("AUP") for Services purchased under this Agreement and to the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. Unless otherwise set forth in a Service Attachment, the applicable AUP is available at <http://www.level3.com/en/security-law-enforcement-and-acceptable-use-policy/acceptable-use-policy/>.

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

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

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

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

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

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

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CENTURYLINK COMMUNICATIONS, LLC

STATE OF NEBRASKA

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notices: PO BOX 94848, LINCOLN,
NE 68509;
Customer's Facsimile Number (if applicable): (402)471 - 3339
Person Designated for Notices: General Counsel

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DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

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

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

2. Service.

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

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

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

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

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

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

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

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- (a) Monitor and Notification.** Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.
- (b) Select Management.** Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.
- (c) Comprehensive Management.** Comprehensive Management can be included on any eligible Port except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.
- (d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.
- (e) Customer Responsibilities.**
- (i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.
- (ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment

1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

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

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

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

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

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

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

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

use IP connectivity at the Remote Location that includes a static public IP address.

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

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

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

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

4.1 Pricing Methodologies.

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

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order

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

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

5. Term; Cancellation.

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

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

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

5.3 Waiver of Cancellation Charges.

(a) Upgrades. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of

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

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

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

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

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

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

10. Other Terms.

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

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

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

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

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

10.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

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

10.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
STATE OF NEBRASKA ("Customer")
and

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

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

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

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

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

STATE OF NEBRASKA
Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

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TECHNICAL DESIGN INTERVIEW ACKNOWLEDGEMENT

TECHNICAL DESIGN INTERVIEW ACKNOWLEDGMENT FORM

Customer Name: STATE OF NEBRASKA

Sales Force Opportunity ID Number or Contract ID Number:	55582297
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This Acknowledgment will be effective on the date the last party signs it (the "Acknowledgment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Acknowledgment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the documents, the order of precedence in descending order of control will be: this Acknowledgment and the Agreement. Using CenturyLink's electronic signature process for the Acknowledgment is acceptable.

STATE OF NEBRASKA

CenturyLink Communications, LLC

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

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PRICING ATTACHMENT**

1. Pricing.

1.1 Network Management Service MRCs.

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

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

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

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

1.2 CenturyLink IQ Networking Features

(a) **VPN Extensions.**

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

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

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

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CENTURYLINK IQ® DATA BUNDLE OFFER ATTACHMENT**

This CenturyLink IQ® Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the CenturyLink Master Services Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. Scope. Customer may purchase a Data Bundle Standard or Data Bundle Pro solution (each a "Data Bundle") under this Attachment. "Data Bundle Standard" is a combination of a CenturyLink IQ Networking Internet or Private Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Data Bundle Standard includes 10 Rental CPE configuration changes per year. "Data Bundle Pro" includes all Service elements and features of the Data Bundle Standard plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and Ethernet switch options on the Ethernet-based bundles. VoIP configuration options are available with both Data Bundle Standard and Data Bundle Pro. VoIP configuration options may vary depending on the platform.

2. Eligibility and Restrictions. Customer must order all the applicable Service elements in the Data Bundle at the same time under an Agreement with either a 24, 36, or 60 month Term.

2.1 Data Bundle Ports and Local Access. Data Bundle Standard and Data Bundle Pro are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Data Bundle Port"). Ethernet Data Bundle Ports must use Ethernet Local Access ("ELA"). If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port Data Bundles. The Internet Port or Private Port Data Bundle Port MRC will be used to calculate Contributory Charges.

2.2 Rental CPE. The following table shows the eligible Rental CPE that may be used with each Port speed and Data Bundle.

Bundle Types	Eligible Rental CPE available with all Data Bundle Port Types (Internet and Private)						
	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps ¹	With ELA 100 Mbps – 1Gbps ³	DS3
Data Bundle Standard (ADTRAN)	ADTRAN 3430	ADTRAN 3430	ADTRAN 908e w/ SBC ⁴	ADTRAN 4430	N/A	N/A*	ADTRAN NV5305
Data Bundle Pro (ADTRAN)	ADTRAN 908e w/ SBC ⁴	ADTRAN 908e w/ SBC ⁴	ADTRAN 908e w/ SBC ⁴	ADTRAN 4430	ADTRAN 908e w/ SBC ⁴ or 1335P ²	ADTRAN 5660 w/ SBC ⁴	ADTRAN NV5305
Data Bundle Standard (Cisco)	Cisco 1941	Cisco 1941	Cisco 1941	N/A	N/A	N/A	N/A
Data Bundle Pro (Cisco)	N/A	N/A	N/A	N/A	N/A	Cisco 4431-SEC	N/A
Data Bundle Pro (Juniper)	N/A	N/A	N/A	N/A	Juniper NFX250-S2	N/A	N/A
Data Bundle Standard (Juniper)	N/A	N/A	N/A	N/A	N/A	Juniper EX3300 ⁵	N/A

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¹Bandwidths increase in 10 Mbps increments.

²The 1335P only supports Ethernet speeds up to 10 Mbps.

³Bandwidths increase in 100 Mbps increments.

⁴Session Border Controller.

⁵VPN tunnels are not supported.

The Rental CPE must be configured and installed for use with a Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET® Remote Standard Service and 24x7 on-site maintenance uses ProMET® On-Site Premium Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE if a problem is caused by Customer's use of the password, (b) Customer is not entitled to any SLA credits, (c) CenturyLink is not obligated to provide any CPE configuration assistance, and (d) any CenturyLink provided CPE configuration assistance will be at its then-current time and material rates.

2.3 Upgrade. During a Service Term, Customer may upgrade a Data Bundle with a Bandwidth Upgrade, Pro Upgrade, Maintenance Upgrade, or Port Upgrade (collectively an "Upgrade"). All Upgrades are subject to the Upgrade NRC. Customer may need to amend the Agreement to include a revised Term with an Upgrade. Bandwidth and Pro Upgrades must (a) keep the same CPE Rental brand, and (b) begin a new Service Term that is the same or longer than the existing Service Term except that Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

- a. **Bandwidth Upgrade.** Customer may upgrade to a higher bandwidth or to a Managed Data Bundle, which is purchased separately, (each a "Bandwidth Upgrade") if the Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3.
- b. **Pro Upgrade.** Customer may upgrade from a Data Bundle Standard to a Data Bundle Pro at the same bandwidth level ("Pro Upgrade") at any time during the Service Term.
- c. **Maintenance and Port Upgrade.** Customer may upgrade a Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance ("Maintenance Upgrade") or from an Internet Port to a Private Port ("Port Upgrade") without restarting a new Service Term if Customer: (i.) has a location and Rental CPE that qualifies, (ii.) keeps the same bundle type and bandwidth and (iii.) pays the Upgrade NRC.

2.4 Moves. Customer may move a Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

2.5 Relocation. Customer may relocate a Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade, a Pro Upgrade or the same Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

3. Pricing. Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Data Bundle ordered by Customer. CenturyLink will

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waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

3.1 If Customer wishes to order a new Data Bundle or modify an existing Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Data Bundle or, (ii) if Addendum A applies and the new Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Data Bundle that is specified on the quote.

3.2 Data Bundle Pricing. The Data Bundle Port MRC includes the MRCs for the Data Bundle Port and Rental CPE. CenturyLink will waive End-to-End Performance Reporting MRCs. The Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Data Bundle expires, CenturyLink may modify pricing for the Data Bundle. Upgrades and additional Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

3.3 Local Access Pricing. Local Access rates are in the quote or in Addendum A.

3.4 Upgrade NRC. Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

4. Term; Cancellation.

4.1 Term. The term of an individual Data Bundle begins on the date CenturyLink notifies Customer that a Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of months as specified in Customer's order for a Data Bundle ("Service Term"). The Service Term is indicated in the quote or the pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Data Bundle Service Term. Upon expiration of a Service Term, the Data Bundle will remain in effect on a month-to-month basis until canceled by either party with 60 days' prior notice.

4.2 Cancellation. Upon cancellation of a Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Data Bundle Port Cancellation Charge equal to: (i) 100% of the Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus (iii) 50% of the Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Data Bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

4.3 Waiver of Cancellation Charges.

(a) Upgrade. When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Data Bundles installed for at least 12 months, and (iii) Local Access Cancellation Charges for all other Data Bundles.

(b) Moves. When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will

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waive both the Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

(c) Relocation. When Customer has a Relocation, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Data Bundles.

4.4 Rental CPE Purchase. Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

5. Add-On Connection. Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Data Bundle Pro, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink, and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 10 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

CenturyLink IQ Data Bundle Pro Rental CPE Routers that Support Add-On Connection Cards	
Router	CenturyLink IQ Data Bundle Bandwidth
ADTRAN 4430 .	5xDS1 through 8xDS1
Adtran1335POE	up to 10 Mbps
ADTRAN 5305 .	DS3
ADTRAN 5660 w/ SBC and ADTRAN 5660	100 Mbps through 1Gbps in 100Mbps increments
Cisco 4431-SEC	100 Mbps through 1Gbps in 100Mbps increments

CenturyLink-approved Add-On Connection Cards	
Cisco	ADTRAN
HWIC-1DSU-T1 WWIC3-2MFT-T1/E1 SM-X-1T3/E3 EHWIC-4G-LTE-VZ EHWIC-4ESG HWIC-2FE EHWIC-1GE-SFP-CU GLC-LH-SMD GLC-SX-MMD NIM-1MFT-T1/E1	1202862L1 (Single T1 NIM) 1202872L1 (Dual T1 NIM) 1200481E1 (1000BASELX LC SFP) 1200480E1 (1000BASESX LC SFP)

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NIM-2MFT-T1/E1 NIM-4MFT-T1/E1 NIM-ES2-4 NIM-1GE-CU-SFP NIM-2GE-CU-SFP	
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(a) Replacement Program. CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

Description	NRC
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

6. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, and the Agreement, This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

7. Other Terms.

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

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

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

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

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine

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operational notices will be provided by Customer to its CenturyLink sales representative.

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

7.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® Hosted VoIP (“Hosted VoIP”) and CenturyLink IQ® SIP Trunk (“SIP Trunk”) (collectively, “Service”) under the terms of the Agreement and this Service Exhibit.

“Administrator Portal” enables the Customer administrator to: (a) set up end users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

“Alien TN” means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.

“ANI” means *automatic number identification*.

“Approved Connectivity” means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time, (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink’s Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

“Approved CPE” means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the “Customer-Owned CPE” section of this Service Exhibit will apply.

“Calling Party Number” (CPN) means the originating party’s telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

“CenturyLink-Approved 911 Location” means Customer’s current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

“Customer Environment” means Customer’s data network/equipment and premises environment.

“Enterprise Trunk” means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

“EULA” means an end user license agreement for software of CenturyLink or a third-party provider. Customer end users must accept a EULA before downloading certain software for use with the Service.

“Initial Term” is term of the Service as shown in the Pricing Attachment or quote.

“IP” means Internet Protocol.

“IP Device” means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.

“ISS” means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/clc_info_services.pdf and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

“MATR” means minimum average time requirement.

“Minimum Service Term” is six months from the Start of Service Date.

“Off-Net Calls” means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

“On-Net Calls” means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier’s IP network.

“Ported TN” means an existing telephone number that is currently subscribed to a local exchange carrier for

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local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

“PPU” means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

“Pricing Attachment” means a document containing rates specific to Service and is incorporated by reference and made a part of this Service Exhibit.

“PSAP” means public safety answering point.

“PSTN” means public switched telephone network.

“QoS” means Quality of Service.

“Rate Sheet” means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheets are incorporated herein by reference.

“Rate Sheet” means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv2.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv2>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheets are incorporated herein by reference.

“Remote BLA” means remote bridged line appearance.

“Remote SCA” means remote shared call appearance.

“Renewal Term” means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

“Router” means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

“RSS” means the International Rates and Services Schedule which can be found at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf and which is subject to change. The RSS contains provisions relating to international toll free service.

“Session” means a single unit of simultaneous call capacity.

“SIP” means Session Initiation Protocol.

“SIP Trunk Diversion Header” means a header used to support PSTN redirecting services such as Call Forwarding.

“SLAs” means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

“Soft Phone” means software for an IP-enabled device that allows Customer's end users to use the Service to make and receive calls on that device.

“Start of Service Date” means the date CenturyLink notifies Customer that Service is provisioned and ready for use.

“Term” means Initial Term and each Renewal Term.

“Trunk Group” means a group of Sessions used for local or usage-based voice services.

2. Service.

2.1 Description. Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the “Hosted VoIP Service” sub-section. Features and

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options available only with SIP Trunk are listed in the "SIP Trunk" sub-section. Features and options available with both Services are listed in the "Common Features" sub-section. Each Hosted VoIP and SIP Trunk seat includes one telephone number ("TN").

(a) Hosted VoIP Service. Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Router rental and maintenance. Subject to connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

(i) Hosted VoIP Basic Seats. Basic seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific end user. Basic seats include: the ability to make On-Net and Off-Net Calls, an end user portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependent on IP handset model or Soft Phone software. Basic seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink sales representative. The end user portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up end users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

(ii) Hosted VoIP Standard Seats. Standard seats are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include the features listed for basic seats above, plus a standard feature package and voicemail.

(iii) Hosted VoIP Conference Room Seats. Conference room seats have the same features as a standard seat, and are tailored for the purpose of attaching a conference room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference room seats do not include voice mail.

(iv) Hosted VoIP Premium Seats. Premium seats are designed to fit the needs of the majority of a company's professional employees. Premium seats provide end users with advanced IP phone features as well as premium phone and soft client access. Premium seats include the features listed for basic and standard seats above, plus an advanced feature package and Microsoft® Outlook® integration.

(v) Hosted VoIP Basic Cordless Seats. Basic Cordless seats support the same features as a basic seat, and are intended for use by Customer end users needing a certified cordless IP handset. Basic Cordless seats may require Customer to have a certified IP phone that pairs with the cordless IP handset.

(vi) Hosted VoIP Standard Cordless Seats. Standard Cordless seats support the same features as a standard seat, and are intended for use by Customer end users needing a certified cordless IP handset. Standard Cordless seats may require Customer to have a certified IP phone that pairs with the cordless IP handset.

(vii) Hosted VoIP Premium Cordless Seats. Premium Cordless seats support the same features as a premium seat, and are intended for use by Customer end users needing a certified cordless IP handset. Premium Cordless seats may require Customer to have a certified IP phone that pairs with the cordless IP handset.

(viii) Hosted VoIP Receptionist Seats. Receptionist seats have the same features as a premium seat, and are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Receptionist seats may either use IP phones with up to three side car modules to expand the call appearance capacity, or a receptionist web console. Additional charges apply for side car modules and the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web

console.

(ix) Hosted VoIP Admin Seats. Admin seats are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Admin seats may either use IP phones with one side car module to expand the call appearance capacity, or a receptionist web console. An additional charge applies for the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

(x) Hosted VoIP Analog Seats. An analog seat does not include a physical device (like a phone). This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer's premises. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as premium Seats, except for the associated physical device.

(xi) Hosted VoIP Spare Device. A spare device is (a) a secondary IP Device that Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) a secondary IP Device in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that end users understand the 911 requirements if the end user uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(b) SIP Trunk. SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions and at least one seat with the Service. Features listed in this section (b) are only available with SIP Trunk.

(i) Standard SIP Trunk Sessions. Standard SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the end user portal and Administrator Portal, Session pooling, failover, call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(ii) Enterprise SIP Trunk Sessions. Enterprise SIP Trunk Sessions include features included in standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(iii) Optional SIP Trunk Features. The optional features listed in this section are available only with SIP Trunk.

(1) SIP Trunk Standard Seats. SIP Trunk standard seats are for use with standard SIP Trunk Sessions and enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include a standard feature package.

(2) SIP Trunk Premium Seats. SIP Trunk premium seats are for use with any type of SIP Trunk Session. SIP Trunk premium seats are designed to fit the needs of the majority of a company's professional employees. They provide end users with advanced IP phone features and they support inbound anywhere functionality and Soft Phone access.

(3) SIP Trunk Mobility Seats. SIP Trunk mobility Seats are for use with any type of SIP Trunk Session. A SIP Trunk mobility seat includes standard SIP Trunk features and it supports inbound anywhere functionality and Soft Phone.

(4) Enhanced 911 Service. Enhanced 911 Service provides Customer the option to have an E911 service

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address per telephone number. Without this option, 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual end user location.

(5) SIP REFER. SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

(6) Session Border Controller (SBC). SBC software enables an approved CenturyLink certified class of Adtran routers/IAD's to authenticate to our IQ SIP Trunk network in a single piece of CPE. Each software package denotes the maximum number of sessions that can be authenticated.

(7) CTAC Customer Support. "CTAC Customer Support" is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® SIP Trunk Service and is subject to availability. "CTAC" means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink's approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.

(c) Common Features. Customer may purchase the following optional services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the end user and does not depend on the end user's physical location.

(i) Hunt Groups. An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.

(ii) Auto Attendant. An additional MRC and NRC apply for each auto attendant.

(iii) Voice Mail Only Seats. Customer may purchase optional voice mail only seats at the MRC shown in the applicable Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.

(iv) Virtual Seats. A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk premium seats, except for the associated physical device.

(v) Available TNs. An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

(vi) Anywhere TNs. Customer can order optional anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk premium seats and with SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.

(vii) Alternate TNs. An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs are may be used for incoming calls only.

(viii) Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic Hosted VoIP seat MRCs, and in the standard and enterprise SIP Trunk Session MRCs.

(ix) Off-Net Calls. Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon

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expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a quote, offer attachment, or rate addendum, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Additional per minute charges apply to each Off-Net Call leg of a conference call.

(x) Toll-Free. Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a quote, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.

(xi) Operator Services. Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.

(xii) Directory Listing. An additional MRC applies to each basic business white page listing of a telephone number.

(xiii) Directory Assistance. A flat per call charge applies to directory assistance.

(xiv) Receptionist Web Console. Receptionist web console is a web-based application that provides receptionist console capabilities for Service on a Customer PC. An additional MRC applies for each receptionist web console.

(xv) Desktop/Mobile Soft Phones. Desktop and mobile Soft Phones are Internet-based software that allow Customer end users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer end users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.

(xvi) PAC/PAC. PAC/PAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

(xvii) Voicemail Transcription. The voicemail transcription feature transcribes a voicemail into text that is delivered via email. The quality of transcripts varies and in certain cases this feature may not be available. An additional charge applies.

(xviii) IP Failover. IP failover is an optional feature where the Approved CPE Router is configured with the ability to route Internet and VoIP traffic to another network in the event the primary Internet connection is interrupted. IP failover is an optional feature at an additional charge. Customer is not entitled to any SLA remedies for periods when IP failover is in effect. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services. Customer will notify its end users of these additional limitations.

(A) IP Failover Standard. IP failover standard allows Customer to bring its own secondary Internet

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connection to use for failover scenarios. The secondary Internet connection must have a public IP address and not be restricted by a firewall or other type of device. Customer acknowledges that it might experience several minutes of network downtime while the transition from one network to the other takes place. The secondary Internet connection is not included in the IP failover charge. If the failover connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services.

(xix) Contact Center Groups. A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to end users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.

(A) Contact Center Basic Group. Only end users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, end user login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.

(B) Contact Center Standard Group. Only end users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes end user log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.

(xx) Contact Center Basic Seat. A contact center basic seat allows end users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.

(xxi) Contact Center Standard Seat. A contact center standard seat allows end users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

(xxii) Contact Center Supervisor Seat. A contact center supervisor seat allows end users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact Center supervisor seats can also monitor contact center standard groups and contact center standard seats.

(xxiii) Call Recording Components. Call Recording is a cloud-based component that integrates seamlessly with the Service. Recordings will be stored on CenturyLink servers for the selected storage time period. During that time, recordings can be played directly from the administrative portal or downloaded for playback and storage. All seats within the same group must have the same call recording add-on.

(A) Call Recording Basic. Call recording basic add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 7 days. The maximum recording storage for a call recording basic user is 56 hours for the given 7 day period.

(B) Call Recording Standard. Call recording standard add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 30 days. The maximum recording storage for a call recording standard user is 240 hours for the given 30 day period.

(C) Call Recording Premium. Call recording premium add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 1 year. The maximum recording storage for a call recording premium user is 2,920 hours for the given 1 year

period.

(D) Compliance. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

2.2. Service Conditions. The following conditions apply to the Service:

(a) Site Conditions. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

(b) Access. Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

(c) Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

(ii) Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(iv) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

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(d) Connectivity and CPE. Except for IP handsets, which can be included with Hosted VoIP Service, Customer must purchase connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

(e) Queuing Method. Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

(f) Customer-Owned CPE. Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

(g) Off-Net Call Billing. Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(h) Unsupported Calls. The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. The Services do not support Remote BLAs or Remote SCAs for SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with SIP Trunk.

(i) Area of use. The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an end user tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States

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(including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service*).

(j) Use of Service at a Temporary Location. This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the *My 911 Location* page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

(k) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

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

(m) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, end users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, end users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

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(n) Privacy. CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

(o) Telephone Numbers. Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

(p) Third Party Billed Services. The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(q) Local Origination. Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

(r) Sending Alien TNs Over CenturyLink's Network. CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance

(s) End User License Agreements. To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its end users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its end users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial 911 except from that end user's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its end users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HV/QSIP/911advisory.pdf>. That URL is also found on the Help screen in the end user portal. It is also recommended that Customer and its end users maintain alternative access to 911 services.

(t) Customer's Use of Third-Party Content. Customer is responsible for all content it uses in the music on

hold feature of Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

(u) Ancillary Device PCI Compliance. Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

(v) Security. CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink systems (in any format, e.g., .WAV files or speech-to-text), CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

2.3 SLA Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. 911 Emergency Service.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

3.1 Required Federal Communications Commission ("FCC") Warning. *The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP or SIP Trunk seats that are not associated to a stationary IP enabled device (e.g. from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to two business days (**Important:** Customer and end users should always check for the 911 Update Confirmation before using 911 service after a*

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temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. **For SIP Trunk:** Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with the Service. If a Remote BLA or Remote SCA is enabled, and Customer or an end user make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an end user has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and end user in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.

3.2 Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, end users should always state the nature of the emergency, and include end user location and number. The default PSAP may not be able to call the end user back if the call is not completed, is dropped or is disconnected, or if end user is unable to tell the PSAP their number and physical location. **For Hosted VoIP:** The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End user's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, end users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the end user and assist with the emergency. **Remote BLA/SCA Limitation for Hosted VoIP:** The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval. **For SIP Trunk:** Enhanced 911 allows for 911 calls to be pinpointed to the specific location of the end user. If Customer does not add the Enhanced 911 feature, the location directed to the PSAP receiving the call will be based on the street address for the PPU where SIP Trunk is installed. The location indicated to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number, which may be different from the number from which an end user is calling 911 based on the options Customer has selected for its PBX and/or IAD, the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, end users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the end user back if the call is not completed or is disconnected, enabling responders to locate the end user and assist with the emergency. If Customer orders the Enhanced 911 optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

3.3 No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or end users.

3.4 Customer Must Notify End Users of 911 Limits. Customer will notify all end users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911

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Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer end users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The end user will need to click on the display to acknowledge the warning. Customer should direct its end users to the following URL to review these 911 Emergency Service limitations: <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

3.5 Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH 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. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

3.6 Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only). *Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.*

3.7 911 Calls from Alien TNs. *When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its end users should not make 911 calls from Alien TNs.*

3.8 Acknowledgement of 911 Limitations. *By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.*

PRINT CUSTOMER COMPANY NAME: STATE OF NEBRASKA
PRINT CUSTOMER REPRESENTATIVE'S NAME: _____
CUSTOMER REPRESENTATIVE'S INITIALS: _____

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for the duration of the Term. Service at a Customer location will commence on the Start of Service Date for that location, and continue for the Initial Term shown in: (a) a valid signed CenturyLink issued quote, if available; or (b) the Pricing Attachment if a Pricing Attachment is used instead of a quote. The Start of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Start of Service Date. Customer will remain liable for charges accrued but unpaid as of

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the cancellation date of Service, including charges for Service used by Customer or its end users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's Hosted VoIP and SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's Hosted VoIP and SIP Trunk installed the immediately preceding month, Customer will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

5. Charges. Charges for the Service are as set forth in the Pricing Attachment, a signed CenturyLink issued quote, and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Effective Date, the parties will either (a) sign an amendment or a new quote (if available) adding pricing for the new Service elements, or (b) Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The MRCs and usage charges will be used to calculate Contributory Charges. NRCs and waived MRCs are not contributory. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer). CenturyLink may modify or discontinue Service pricing after the Initial Term for Service at a Customer location is completed. Upgrades and purchases of additional Service after the initial order(s) may be subject to then-current Service pricing.

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

7. E-Mail Information/Updates. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

8. Service Upgrades/MACDs. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

8.1 Addition of Hosted VoIP or SIP Trunk Seats or SIP Trunk Sessions During Term. Customer may add additional Hosted VoIP seats or SIP Trunk seats or Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session/seat rates shown in the Pricing Attachment, quote, or Rate Sheet will apply. If Customer adds more seats and/or Sessions per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats

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and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk seats and Sessions added during the Term.

8.2 MACDs. "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

8.3 Routers. If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

9. Rental CPE.

9.1 General. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

9.2 Eligibility. In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

9.3 Delivery; Return. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

9.4 Ownership and Use. Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

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

9.6 Insurance. At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a

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CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

9.7 Charges. The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

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

9.9 Term. CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

9.10 Safety Compliance. Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

9.11 Routers. Router rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Routers provided with Service vary depending on the port speed and number of seats Customer orders for a location.

9.12 Maintenance and Configuration Changes. CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

9.14 Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service

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or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

10. Alternate Carrier Connectivity. This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

10.1 CenturyLink Responsibilities. Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

(a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.

(b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.

(c) Customer is not required to use equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations.

(d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier.

10.2 Customer Responsibilities.

(a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.

(b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.

(c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

10.3 Additional Service Limitations, including 911 Calling. The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its end users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services.

11. Other Terms.

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

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

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

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

11.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

11.5 Access Arbitrage. If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges

imposed by the local exchange carrier.

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

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

11.8 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

11.9 HIPAA. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

PRICING ATTACHMENT

1. Hosted VoIP Pricing. CenturyLink will charge Customer, and Customer will pay, the rates set forth below and in a signed CenturyLink issued quote for Service, which will reference this Agreement. If a quote is used, the Initial Term of the Service is set forth in the quote.

Hosted VoIP 3.0					
Service Address	Seat and Phone Type	Seat MRC for Locations with 60 Month Initial Term			Seat NRC
		151 – 200 Seats	201 – 1,000 Seats	1,000 + Seats	
	Basic WX 301			\$13.00	\$0.00
	Basic WX 401			\$16.00	\$0.00
	Basic WX 501			\$19.50	\$0.00
	Basic WX 601			\$21.50	\$0.00
	Basic SPA122			\$13.00	\$0.00
	Standard WX 301			\$17.50	\$0.00
	Standard WX 401			\$19.00	\$0.00
	Standard WX 501			\$21.00	\$0.00
	Standard WX 601			\$23.00	\$0.00
	Standard SPA 122			\$17.50	\$0.00
	Premium WX 301			\$18.00	\$0.00
	Premium WX 401			\$19.50	\$0.00
	Premium WX 501			\$21.50	\$0.00
	Premium WX 601			\$23.50	\$0.00
	Premium SPA 122			\$18.00	\$0.00
	Conferencing IP 5000			\$24.00	\$0.00
	Conferencing IP 6000			\$32.50	\$0.00
	Conferencing IP 7000			\$41.00	\$0.00

1.1 Hosted VoIP Seat Pricing. Seat pricing tables are found in the Rate Sheet for Hosted VoIP Service located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>.

1.2 Phone Upgrade Pricing. Pricing for phone upgrades are found in the Rate Sheet for the Hosted VoIP Service.

1.3 Hosted VoIP Additional Charges. Please see the Rate Sheet for Hosted VoIP Service for additional charges, which includes pricing for additional features such as Hunt Groups, Auto Attendant, Receptionist Web Console, IP Communicator, Voice Mail Seats, Available TNs, white page listings, and directory assistance; the terms and pricing for the LD/TF Offer; Upgrade/MACD charges; and other charges.

Additional Equipment		
Equipment	MRC	NRC
Polycom Color Expansion Module	\$8.00	\$0.00

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LOCAL ACCESS SERVICE EXHIBIT

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

2. **Service Description and Availability.**

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring unless CenturyLink notifies Customer that Extended Wiring is included with a service offering, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

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

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

(b) **Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic.) "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically, varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically, predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ[®] Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

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

(d) **DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access

provider.

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

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

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) On-Net Access. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third-party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider.

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This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

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

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

3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

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

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

(b) Extended Wiring. "Extended Wiring" means additional wiring from the Demarcation Point to Customer's network interface equipment. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the

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Demarcation Point only.

(c) Construction. Construction charges apply if; (i) special construction is required to extend Service to the Demarcation Point; or (ii) other activities not covered by Extended Wiring are required beyond the Demarcation Point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

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

5. Term; Cancellation.

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

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

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

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

†Includes all types of Service Technology unless otherwise noted.

(b) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer

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will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

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

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

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

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

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

7. Other Terms.

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

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Service Exhibit.

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

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

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

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

7.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at

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http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

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

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

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

"Demarcation Point" means the CenturyLink designated interface between the CenturyLink Domestic Network or the Leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

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

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

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Other Terms.

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

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

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable CPE Term, then Customer will

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pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

12.3 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

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

12.5 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and any other documents attached or expressly incorporated into the Agreement.

Appendix C

CenturyLink Service Level Agreement(s) (SLAs)



**CENTURYLINK IQ® NETWORKING
RETAIL SERVICE LEVEL AGREEMENT**

(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") is effective as of the first day of the second month after initial installation of Services. "Service" includes the applicable components of CenturyLink IQ Networking Service and Dedicated Hosting Collocation Service. This SLA applies to Service ordered by CenturyLink's customer pursuant to an agreement ("Agreement") with CenturyLink Communications, LLC f/w/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

1. Network and Port Components.

1.1 Components. The SLA Goal measurement includes: (a) all network components of the CenturyLink IP network; (b) all network components of the CenturyLink ATM and Frame Relay networks as incorporated into the Service; and (c) CenturyLink Provided Access for the domestic Network Availability and Installation goals only. The CenturyLink IP, ATM, and Frame Relay networks include routers, switches, fiber and any other facilities that are owned by CenturyLink or other providers specifically designated by CenturyLink for international IP service ("International Service Providers"). As defined in this SLA, a "POP" means a CenturyLink point of presence location, as determined by CenturyLink, that represents the provider edge of the CenturyLink IP, ATM or Frame Relay network or an International Service Provider POP. "CenturyLink Provided Access" means local backbone access circuits in the continental U.S. (a) ordered and leased by CenturyLink from another carrier on Customer's behalf; or (b) provided solely on CenturyLink owned and operated facilities. This includes Special Access, Ethernet Local Access, Frame Partner Access, and ATM Partner Access technologies, as defined in the Local Access Service Exhibit. "Affected Service" means the particular CenturyLink IQ Networking Port that fails to meet the applicable Goal.

1.2 Regions. A list of international regions (including Customer Service Center support information) and corresponding Tiers is appended to this SLA as Attachment 1, located at <http://www.centurylink.com/legal>.

Domestic Regions	SLA Components:
Intra U.S.	The CenturyLink IP network within the 48 contiguous U.S. states
Hawaii to U.S. West Coast ("Hawaii")	CenturyLink Trans-Hawaii IP network to the continental U.S. CenturyLink IP network in the Los Angeles Metro Area
Alaska to U.S. Pacific Northwest ("Alaska")	CenturyLink Trans-Alaska IP network to the continental U.S. CenturyLink IP network in the Seattle Metro Area

2. Goals.

2.1 Domestic Network and Port-Related Goals. The following domestic service level goals ("Goals") apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, "CenturyLink IQ Networking Ports") purchased from CenturyLink pursuant to an agreement. If a Bandwidth Tier applies, Goals for CenturyLink IQ Networking Ports only apply to the portion of traffic that is within the contracted Bandwidth Tier and will not apply to the CenturyLink IQ Networking Port bandwidth usage that exceeds the Bandwidth Tier. The Goals associated with Latency, Packet Delivery, Jitter, and Black Hole Filtering are measured using monthly averages from the CenturyLink IP network and apply in the listed regions after the ports have been accepted for use. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals. International Goals for Availability, Latency, Packet Delivery, and Jitter are appended to this SLA in Attachment 1.

(a) Network Availability. The availability of the Service ("Network Availability") is measured by "Network Downtime," which exists when a particular CenturyLink IQ Networking Port of Customer is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by CenturyLink in the CenturyLink trouble management system to the time the affected CenturyLink IQ Networking Port is again able to transmit and receive data. Network Availability for ports with Frame Partner Access or ATM Partner Access is only applicable if Customer provides ready access to associated routers for monitoring purposes.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	100%	Each cumulative hour of Network Downtime qualifies Customer for a credit of one day's charges pro-rated from the MRC.

(b) Latency. The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine a consistent average monthly performance level for Latency at all the POPs within the region. Latency is calculated as follows:

$$\frac{\sum (\text{Roundtrip Delay for POP-POP trunks})}{\text{Total Number of POP-POP trunks}} = \text{Latency}$$

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
North America				
Intra U.S.	42 ms	43 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Hawaii Alaska	75 ms	76 – 95 ms = 10%	96 - 120 ms = 25%	Greater than 120 ms = 50%

*subject to requirements and limitations in Section 4

**CENTURYLINK IQ® NETWORKING
RETAIL SERVICE LEVEL AGREEMENT**

(c) **Packet Delivery.** Packet Delivery will be measured on an ongoing basis every five minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs.

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S. Hawaii Alaska	99.90%	99.01% - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

(d) **Jitter.** Jitter is a measurement of the interpacket delay variance and packet loss in the CenturyLink IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic. This Goal does not apply if the Internet Port is used in conjunction with DDoS Mitigation Service.

Region	Goal	Remedy (Credit is applied as a % of the MRC for the Affected Service)*		
Intra U.S.	2 ms	2.1 - 3 ms = 10%	3.1 - 4 ms = 25%	Greater than 4 ms = 50%
Hawaii Alaska	4 ms	4.1 - 5 ms = 10%	5.1 - 6 ms = 25%	Greater than 6 ms = 50%

(e) **Reporting.** The Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time CenturyLink reports the Network Downtime to Customer by the agreed upon notification method. This Goal does not apply to Ports that use Ethernet Local Access.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	10 minutes	Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC, at a maximum of one such credit accrued per day.

(f) **Installation.** The Installation Goal measures the installation times for CenturyLink Provided Access, ordered in conjunction with CenturyLink IQ Networking Ports only. The Installation Goal only applies if there are existing CenturyLink facilities in the location that supports the Affected Service. Installation is measured from the date CenturyLink Engineering accepts the CenturyLink Provided Access order. If Customer has a designated Key Port, the applicable Installation Goal shown below will apply to that Key Port, and the installation of related non-Key Ports will occur the later of: (i) within 10 business days after that Key Port's Start of Service Date; or (ii) within the normal Installation Goal for that Port, as measured from the date CenturyLink Engineering accepts the order. If no Key Port is designated, CenturyLink will follow normal installation intervals without special sequencing.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S.	DS-1	22 business days
	DS-3 OC-3 OC-12	33 business days
	Ethernet 10 - 1000 Mbps	66 business days
Hawaii Alaska	DS-1	22 business days
	DS-3 OC-3 OC-12	43 business days
		Each failure to meet the Goal qualifies Customer for a credit of one day's charges pro-rated from the MRC for each day beyond the applicable Goal until the CenturyLink Provided Access is installed, for a maximum of 15 days' charges.

(g) **Black Hole Filtering.** Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, the Black Hole Filtering Goal is measured from the time CenturyLink receives permission and all necessary information from Customer to implement a null-route and the actual placement of a null-route on the affected destination IP address. The Black Hole Filtering Goal is only applicable to Internet Ports and the Internet Port portion of Enhanced Ports.

Region	Goal	Remedy (Credit is applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	15 minutes	Failure to implement a null routing within the Goal qualifies Customer for one day's charges pro-rated from the MRC of the Port of the Affected Service, up to a maximum of one such credit accrued per day.

3. Maintenance.

3.1 Network Normal Maintenance. "Normal Maintenance" means upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. "Local Time" means the local time in the time zone in which an Affected Service is located. CenturyLink may change the maintenance window times upon posting to the website or other notice to Customer. CenturyLink will undertake Normal Maintenance during the hours and upon the prior notice time period stated below. International Maintenance hours are located in Attachment 1 to this SLA.

Region	Normal Maintenance Hours	Prior Notice
Intra U.S. Hawaii Alaska	Sunday, Tuesday, and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

3.2 Network Urgent Maintenance. "Urgent Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Service, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. CenturyLink may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

*subject to requirements and limitations in Section 4

**CENTURYLINK IQ® NETWORKING
RETAIL SERVICE LEVEL AGREEMENT**

4. General.

4.1 Remedies. To be eligible for service credits, Customer must be in good standing with CenturyLink and current in its obligations. To receive service credits, Customer must contact the Customer Service Center at 1-800-860-1020 and submit the relevant trouble ticket information within 30 calendar days from the date when the relevant SLA Goal was not met. CenturyLink will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to CenturyLink Provided Access. The maximum service credits for CenturyLink IQ Networking Service or Dedicated Hosting Collocation Service issued in any one calendar month will not exceed: (a) for Goals related to Network Availability, Reporting, Installation, and Black Hole Filtering, seven days' charges pro-rated from the MRC of the Affected Service; or (b) for Goals not listed in (a), 50% of the MRCs of the Affected Service less any credits calculated under (a). In no event will the total credit, in the aggregate for all credits issued in one month for CenturyLink IQ Networking Service or Dedicated Hosting Collocation Service exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify CenturyLink in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

4.2 Limitations. This SLA will not apply, and Customer will not be entitled to receive a credit or exercise a termination right under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its International Service Providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

4.3 Customer Termination Rights. In the Intra U.S., Hawaii, and Alaska regions, Customer may terminate the Affected Service without Cancellation Charges if, in any single calendar month: (a) Network Downtime exists for at least 24 hours in the aggregate; or (b) Network Downtime exists for a period of at least eight consecutive hours. Customer may terminate the Affected Service by providing written notice to the Customer Service Center with a courtesy copy to the attention of CenturyLink's General Counsel within 20 days after either one of the Network Downtime events described in subsections (a) or (b) above occur. Such termination will be effective 45 days after receipt of written notice by CenturyLink. For all other regions, Customer may terminate the Affected Service without early termination charges if CenturyLink is unable to restore the Affected Service to meet the Goals herein within a 60 day cure period. The 60 day cure period will begin after a trouble ticket is opened. Customer may terminate the Affected Service by providing written notice to the Customer Service Center with a courtesy copy to the attention of CenturyLink's General Counsel within 20 days after the 60 day cure period ends. Such termination will be effective upon receipt of written notice by CenturyLink of termination from Customer, unless Customer requests Service to be continued during a transition period and establishes a new termination date. Customer is responsible for all Service charges until the termination date. If Customer fails to notify CenturyLink in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service.

CENTURYLINK® HOSTED VOIP AND CENTURYLINK IQ® SIP TRUNK RETAIL SERVICE LEVEL AGREEMENT
(not applicable to services offered under CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") applies to CenturyLink Hosted VoIP Service and CenturyLink IQ SIP Trunk ordered by CenturyLink's customer ("Customer") pursuant to a signed agreement with CenturyLink. This SLA does not provide remedies for Voice Platform Downtime due to failure of Approved Connectivity and associated CPE.

VOICE AVAILABILITY:

Voice Availability is based on "Voice Platform Downtime," which exists when one or more Hosted VoIP seats or SIP Trunk Sessions are unable to transmit inbound and/or outbound voice calls. Such failure is recorded in the CenturyLink trouble ticket system. Voice Platform Downtime is measured from the time the customer opens a trouble ticket with CenturyLink to the time the Affected Service is able to transmit inbound and outbound voice calls. Voice platform does not include technology that is outside of CenturyLink's voice network (e.g., a Wi-Fi or wireless network or device connectivity issue). In order to qualify for credits, the outage must be deemed a "Critical Impact" or "Major Impact".

Critical Impact is defined as when a Customer is unable to make calls **and** receive voice calls by multiple users at one or more service locations.

Major Impact is defined as when a Customer is unable to make calls **or** receive voice calls by multiple users at one or more service locations.

This Voice Availability SLA does not apply to call quality or the behavior of Service features. Subject to the foregoing limitations, each time Voice Availability is less than CenturyLink's 100% availability goal, Customer qualifies for a percentage credit as shown on the table below, prorated from the seat MRC of the Affected Service, up to the maximums indicated in the Remedies section.

Voice Platform Downtime	Amount of Monthly Bill Credit
10-30 minutes	1 day's credit
31 to 60 minutes	2 days' credit
61 to 120 minutes	4 days' credit
121 to 240 minutes	6 days' credit
Over 241 minutes	10 days' credit

Remedies. In order to obtain credits under the above SLAs, Customer must contact their CenturyLink account representative to request the credit after opening a trouble ticket. Such requests must be made within thirty (30) calendar days from the date when the relevant SLA was not met. A credit will be applied only to the month in which the event giving rise to the credit occurred. "Affected Service" refers to the particular Hosted VoIP seat or SIP Trunk Session that fails to meet the Voice Availability goal. The maximum credits for a specific outage will not exceed ten (10) days' credit. In no event will the total credit, in the aggregate for all credits issued in one month exceed the equivalent of 100% of the relevant MRCs for the Hosted VoIP seats or SIP Trunk Sessions.

Service Credit Exceptions. Service credits will not be issued where the SLA is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications, or systems not owned by CenturyLink; (c) Force Majeure Events, (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) Customer's failure to use Approved Connectivity or Approved CPE, and Customer's failure to provide CenturyLink with remote and/or on-site access to approved CPE upon request, including CPE logon IDs and passwords.

Maintenance Window Definition. Maintenance will be classified as one of the following two types:

Normal Maintenance. "Normal Maintenance" refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance will not give rise to service credits under this SLA. Normal Maintenance will be undertaken between the hours of 11 PM to 6:00 AM Local Time. For purpose of this SLA, "Local Time" means the local time in the time zone in which an Affected Service is located.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Service, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. CenturyLink may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

The provisions of this SLA state Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever.

**CENTURYLINK ON-NET LOCAL ACCESS
SERVICE LEVEL AGREEMENT**

(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

This Service Level Agreement ("SLA") applies to On-Net Access circuits ("Service") ordered by CenturyLink's customer ("Customer") pursuant to a signed agreement ("Agreement") with CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). On April 1, 2014, Qwest Communications Company, LLC completed a name change to CenturyLink Communications, LLC. References in supporting agreements or other documents, to Qwest Communications Company, LLC or its predecessors are replaced with "CenturyLink Communications, LLC." Service terminates at the Service Address's common telecommunications facility or meet-me point. This SLA does not apply to local access circuits that are provided by another carrier.

1. Definitions

"Calendar Month" refers to the period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

"CenturyLink Domestic Network" is the network located within those areas in the 48 contiguous United States of America and District of Columbia where CenturyLink is legally permitted to provide Service to Customer and is comprised only of CenturyLink facilities.

"On-Net Access" means a Special Access (excluding DS0), Ethernet Local Access or Wavelength Local Access circuit provided solely on facilities owned and operated by CenturyLink Communications, LLC.

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

2. Availability Objective

CenturyLink offers the following SLA for Service with a minimum one year Service term. The SLA is effective as of the first day of the second month after initial installation and Customer acceptance of Service.

Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be entitled to receive from CenturyLink a credit if the availability of a particular circuit ("Circuit Availability") for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this section. CenturyLink guarantees the Circuit Availability only to the point to which CenturyLink can perform remote loop back testing, even if the demarcation point extends past such point. Service will for purposes of this document be deemed to be unavailable to Customer only if the circuit ("Affected Circuit") is subject to an interruption (other than as noted in this SLA) that results in the total disruption of the Service ("Outage").

The credit ("Outage Credit") to which Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer's monthly recurring charges ("MRCs") for the Affected Circuit after application of any credits or discounts ("Eligible Circuit Charges"). The Outage Credit will not include credits on any other MRCs charged to Customer for any other service.

Circuit Availability Percentage is calculated as follows:

$$\frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)} \times 100$$

For purposes of measuring Customer's Circuit Availability, the CenturyLink Trouble Management System determines the number of minutes of an Outage. An Outage will be deemed to commence upon verifiable notification thereof by Customer to the CenturyLink Trouble Management System, and CenturyLink's issuance of a trouble ticket. An Outage will conclude upon the restoration of the Affected Circuit as evidenced by the appropriate network tests conducted by CenturyLink.

Credit Schedule for Service		
Circuit Availability		Amount of Credit (as a % of the Eligible Circuit Charges for the Affected Circuit)
Upper Level	Lower Level	
100%	99.999%	0%
< 99.999%	99.99%	5%
< 99.99%	99.9%	10%
< 99.9%	99.5%	25%
< 99.5%	0%	50%

Subject to the terms, exclusions and restrictions described in this SLA, in the event Customer experiences chronic Outages with respect to any circuit, Customer will be entitled to terminate the Affected Circuit. A circuit suffers from chronic Outages if such circuit, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. Customer may as its sole and exclusive remedy for chronic Outages, upon 30 days' prior written notice to CenturyLink, terminate the Affected Circuit without incurring any early termination charges associated with that Affected Circuit except for all usage charges accrued to the date of termination. Customer must exercise any termination right available to it under this section within 30 days after Customer first

**CENTURYLINK ON-NET LOCAL ACCESS
SERVICE LEVEL AGREEMENT**

(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

becomes eligible to exercise the termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to the termination right, have waived its right to such termination right.

3. Terms and Conditions

CenturyLink is offering Service in accordance with the CenturyLink Rate and Services Schedule and the applicable CenturyLink agreement. In the event of a conflict between the terms of this document and the Rate and Services Schedule or applicable CenturyLink agreement, the terms of this document will control.

To be eligible for an Outage Credit under this SLA, Customer must, in addition to complying with the other terms included in this SLA, (i) be in good standing with CenturyLink and current in their obligations, other than those invoices that are recognized as being in dispute, and (ii) submit necessary supporting documentation and request reimbursement or credits hereunder within 30 days of the Outage resolution. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

CenturyLink will determine the Outage Credits provided to Customer by totaling the eligible Outage minutes throughout the Calendar Month on an Affected Circuit, subject to the restrictions and exclusions in this SLA. Outage Credits for any Calendar Month must exceed \$25.00 to be processed. In no case will CenturyLink provide credit to Customer for an Affected Circuit that exceeds the monthly recurring charge or the stated applicable maximum credit percentage. Customer may receive Outage Credits for a particular Affected Circuit for a maximum of four months in any 12 month period.

CenturyLink will give notice to Customer of any scheduled maintenance as early as is practicable and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

The remedies included in this SLA are Customer's sole and exclusive remedies for disruption of Service and will apply in lieu of any other Service interruption guarantee or credit, outage guarantee or credit or performance credit for which Customer might have otherwise been eligible. If Customer receives an Outage Credit, Customer is not entitled to receive any other credit that may be available under the local access service provided or ordered by CenturyLink on behalf of Customer for the Affected Circuit in that Calendar Month.

Except as provided in this SLA, the objectives and related remedies set forth herein will not apply to CenturyLink services other than the Service.

4. Restrictions and Exclusions

An Outage will not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- (a) Interruptions on a circuit that is not an "Accepted Circuit" where an Accepted Circuit is one that CenturyLink and Customer have tested and mutually agree is working as ordered following provisioning of an order or change order;
- (b) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Service;
- (c) Interruptions due to failure of power at Customer premises or failure or poor performance of Customer's premises equipment;
- (d) Interruptions during any period in which CenturyLink or its agents are not afforded access to the premises where Service is terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service;
- (e) Interruptions during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's Service will be unavailable for maintenance or rearrangement purposes, or Customer has released Service to CenturyLink for the installation of a customer service order;
- (f) Interruptions during any period when Customer elects not to release the circuit for testing and/or repair and continues to use it on an impaired basis;
- (g) Interruptions resulting from force majeure events beyond the reasonable control of CenturyLink including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared);
- (h) Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner;
- (i) Interruptions resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the Agreement pursuant to which CenturyLink is providing Service to Customer;
- (j) Interruptions resulting from incorrect, incomplete or inaccurate orders from Customer;
- (k) Interruptions due to improper or inaccurate network specifications provided by Customer;
- (l) Interruptions resulting from a failure of a carrier other than CenturyLink providing local access circuits; or
- (m) Special configurations of the Service that have been mutually agreed to by CenturyLink and Customer; provided, however, CenturyLink may provide a separate service level agreement to Customer for those special configurations.

Appendix D

Redundancy

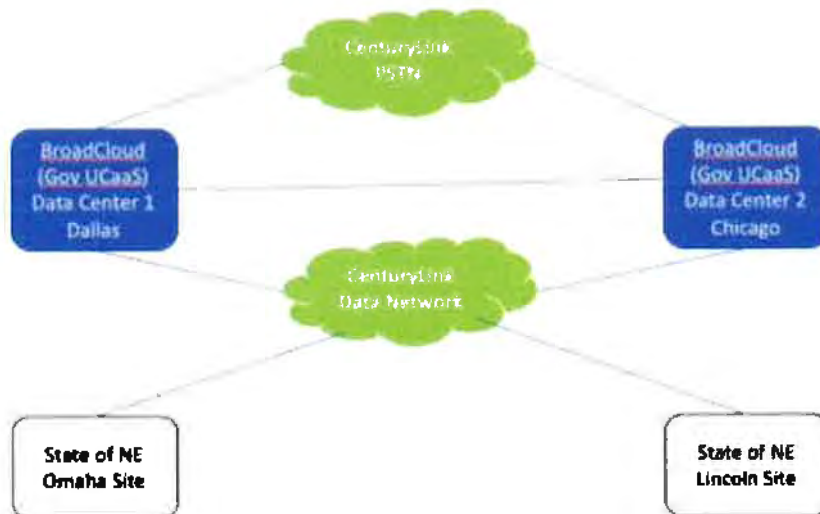


The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response. The plan must include back-up and alternative facilities/resources, plans, procedures, conditions, authorizations, response and recovery times, statistical history including MTTR, and other information needed to assess and ensure the Contractor's capability to recover with a minimum of service disruption or degradation. In the event a major outage occurs, response and recovery must begin immediately. The Contractor must restore service as soon as possible.

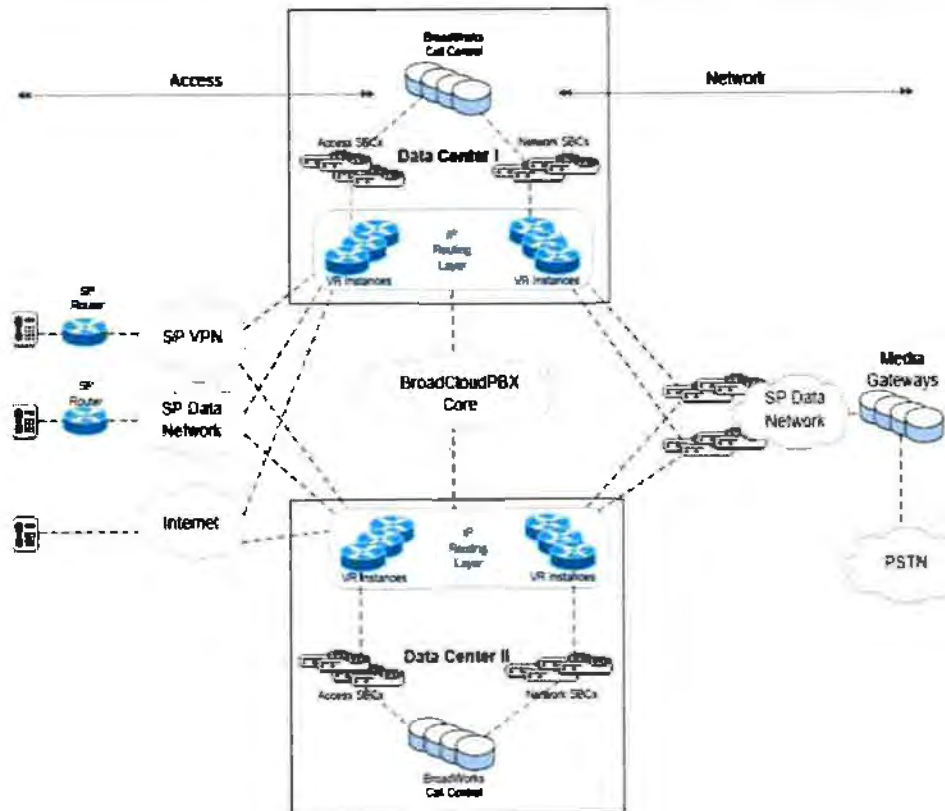
The Gov Hosted VoIP service is supported by equipment deployed in a geographically redundant configuration across two physical data centers. The design of the network is to ensure that, if there is a loss of connectivity to one data center location, the other location can handle the traffic generated by the subscriber base. The equipment deployed and connectivity to each data centers is built so that each site is a mirror image of the other.

The Gov Hosted VoIP network supports a variety of data interconnection methods for both access to customer premise equipment (Access) and connectivity to the PSTN via CenturyLink's carrier networks (PSTN Network). The methodologies supported include Internet-based connectivity, connectivity via Managed Internet, or connectivity via Virtual Private Networks (VPNs), between BroadSoft and CenturyLink. The underlying design on the access side of the network is that the method of connecting to the network is transparent to the services provided by the Gov Hosted VoIP solution.

This diagram depicts a very high-level diagram to represent the redundant Gov Hosted VoIP data centers, and redundant connectivity.



This diagram additionally depicts the BroadCloud/GovHosted VoIP network design:



The BroadWorks Call Control platform is at the center of the network and provides the hosted telephony services and call routing for the subscriber base. There are multiple types of servers that make up the entire platform with each having a distinct function and redundancy mechanism. The servers running the BroadWorks software are physically connected to the network with Gigabit Ethernet connections to separate Ethernet switches.

Session Border Controllers (SBC's) are deployed in each data center in high availability mode, meaning there is full redundancy built into each deployed SBC cluster. On the Access side of the network, SBC's are used to provide security for the Call Control platform and SIP connectivity to IP endpoints including NAT traversal and VPN connectivity. SBC's are also used on the Network side for interconnection to partner carrier networks via SIP trunks. Acme Packet Net-Net 3800 SBCs are currently deployed on both the Access and Network side.

The routing and switching infrastructure consists of IP routers and switches manufactured by Juniper Networks. There are multiple connections within each data switch to servers, SBCs, and other networking equipment to ensure that no single physical port failure will result in complete loss of connectivity to the network.

The supported IP endpoints rely on the resolution of DNS SRV records to signal to the SBCs. The DNS SRV records control the preferred order and signaling ports for the IP to signal towards. If connectivity to the primary SBC fails, the phones are configured to failover to the secondary address.

For PSTN connectivity, the cPBX network can be configured to signal to any number of SBCs or proxy servers. Common connections are established between the cPBX network and the SP network that are shared by all end customers of the SP partner. These connections can leverage either public Internet connectivity, using IPSEC tunnels for signaling, or private connections between the SP and the cPBX network.

Disaster Recovery and Geographic Redundancy

The BroadSoft BroadCloud Disaster Recovery Plan outlines the redundancy design of the network and services elements operated by BroadSoft BroadCloud Engineering and Operations and focuses on quickly returning network and service functionality to a working state in the event of a disaster. BroadSoft provides BroadCloud services through geographically redundant data centers. These data centers contain all data network and server equipment required to provide service to customers. The offices where BroadSoft employees reside are physically independent from these data center locations. As a result, an event that would render one of the BroadSoft employee offices unavailable would have no effect on the service being provided to customers through the data centers. If an event were to effect one of BroadSoft offices, the BroadSoft BroadCloud Operations team would be able to operate the network and service elements remotely via VPN access from anywhere in the world.

BroadSoft provides BroadCloud services through data network and server equipment located in geographically redundant data centers. Each data center contains a full complement of all network and service components. In addition, each data center is designed and engineered such that if one data center becomes unavailable; traffic can be redirected and processed by another data center. BroadSoft BroadCloud utilizes world-class data center vendors to provide the space and power required for the network and services to function. All vendors are SSAE 16 Type 2 compliant with greater than 99.999% uptime and 24-hour data center monitoring. All voice call control and voice service elements are designed to automatically migrate (failover) from one data center to another if one data center becomes unavailable. The entire failover process is automatic and will occur in near real time. All service operating service elements, such as provisioning and configuration web interfaces, are designed in an active/standby architecture and can be manually migrated (failover) from one data center to another if one data center becomes unavailable. Once initiated, the entire fail over process will take less than 2 hours.

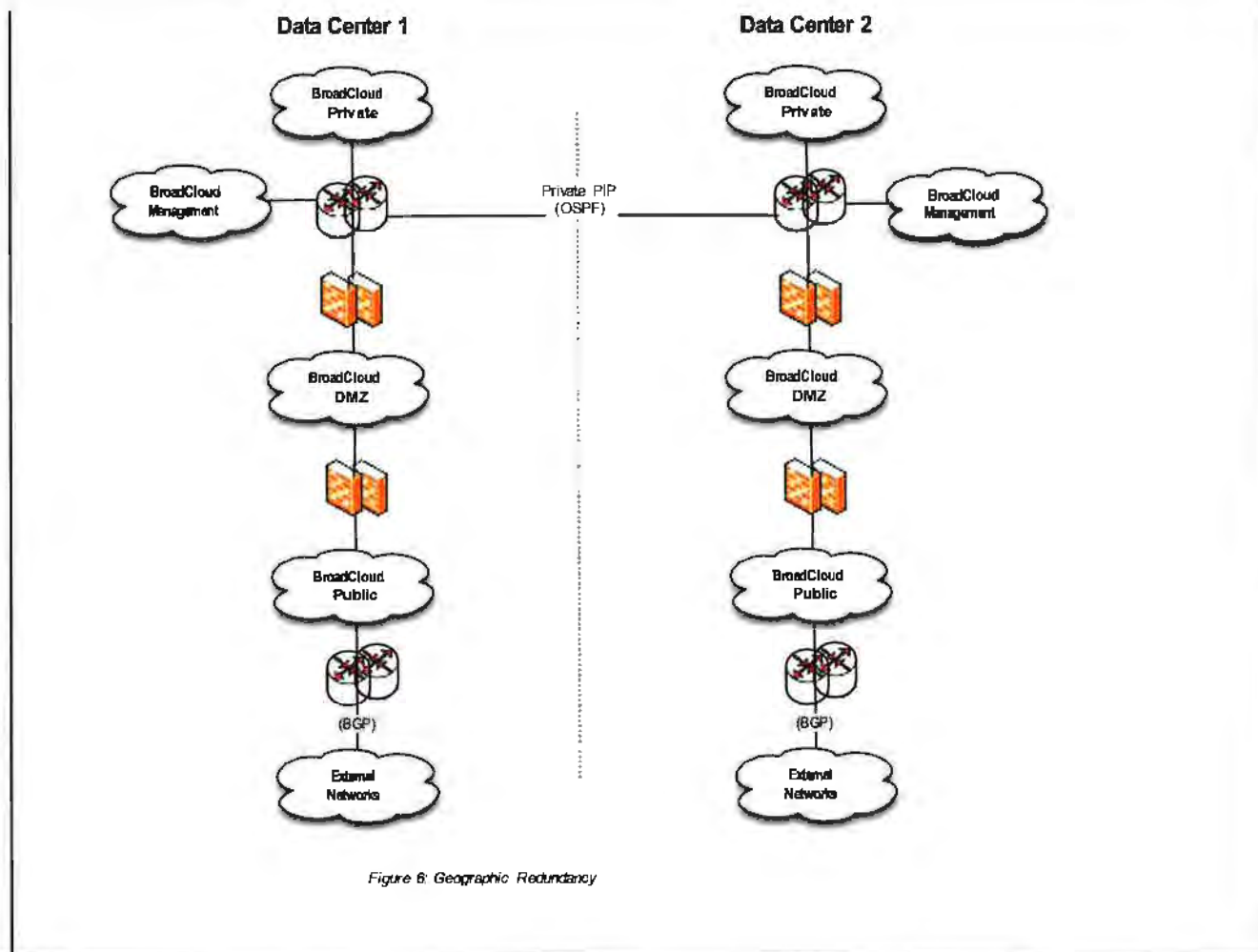
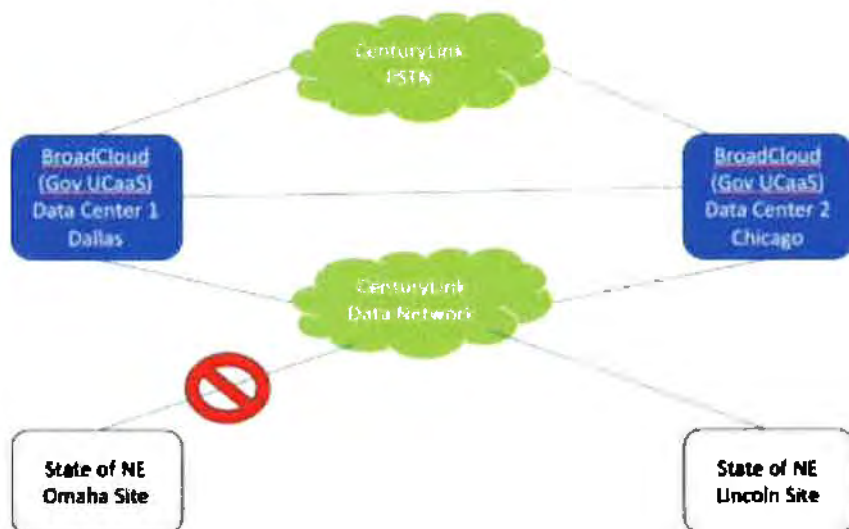


Figure 6: Geographic Redundancy

Describe options for re-routing of voice traffic in the event of a component failure.

In addition to the redundant and resilient nature and design of the Gov Hosted VoIP Cloud platform, the site system administrator now has abilities to re-route voice traffic, in the event of a component failure such as a network problem.

Take as an example, a WAN/connectivity outage in one site:



In this scenario, the system administrator can log into to the MySite portal and invoke either call forward always or other forwarding mechanisms in behalf of one user or all users. (End users can additionally perform call forwarding themselves under the MySite portal.

In general, voice re-routing for incoming calls can be accomplished by the system administrator with the following features:

Business Continuity

- Used for when unforeseeable events cause disruption in service: power outages at the site, router issues, internet outage, etc.
- Gov Hosted VoIP platform attempts to communicate to the phone prior to sending the call through
- If the user's Office Phone responds (registered), then the call is completed as dialed/sent to the phone. If the Office Phone fails to respond for any reason, the VCE platform automatically routes the call to the Business Continuity phone number destination.
- Business Continuity target can be setup by end user directly or system administrator.
- Automatics triggered by outage that phone cannot register

In the scenario noted above, business continuity would be invoked if the physical Omaha site was not available to register endpoints.

Call Forward Always

- In the event of emergency scenarios, can be activated (ad-hoc) to forward all calls to the specific call forward always target/number destination.
- Gov Hosted VoIP platform just sends the call to the call forward always target/destination number.
- When call forward always is active, the call is always sent to the forward target and the user's Office Phone does not ring at all, unless ring reminders are set.
- Call Forward Always can be invoked by the end user directly or a system administrator
- Ad-hoc as triggered by the system administrator or end user

In the scenario noted above, if the Omaha site is physically available and if the connectivity to the CenturyLink that is not available, call forward always can re-route end users' inbound calls.

Appendix E

CenturyLink Corporate Business Continuity Management Program



Business Continuity Management Program Overview



“Improving the
lives of our
customers by
connecting them
to the power of
the digital world”

CenturyLink Key Objective

EXECUTIVE SUMMARY

CenturyLink is committed to ensuring business resiliency and survivability during an incident or business disruption. Our Corporate Business Continuity Management program (“Program”), in conjunction with the Company’s culture and Unifying Principles, fosters an environment of prevention, collaboration, communication, response and recovery, ultimately ensuring our ability to serve customers, shareholders and employees in the face of disruptive events. This document summarizes CenturyLink’s BCM program and its resiliency and preparedness capabilities.

Program Goals

In Support of CenturyLink’s Key Objective, “Improving the lives of our customers by connecting them to the power of the digital world,” the goals of the Program are to:

- 1 Evaluate the purpose and operations of the Company, identifying threats, hazards, and potential impacts to critical business priorities
- 2 Develop strategies for mitigation, continuity, and recovery
- 3 Maintain uninterrupted service whenever possible, and when necessary, effectively coordinate recovery from business disruptions safely, quickly, and efficiently
- 4 Enable continual improvement by periodically reviewing Program strategy and performance

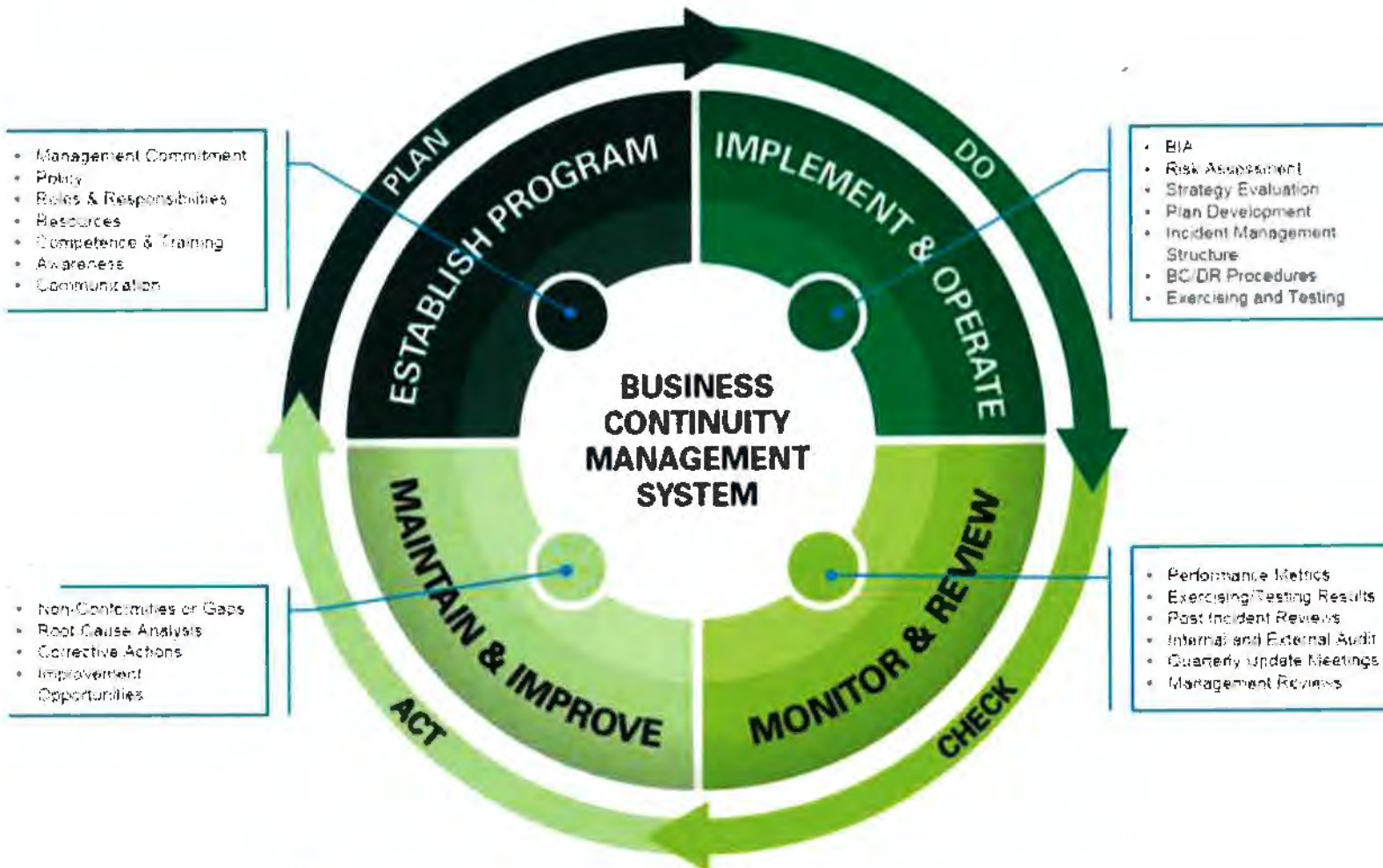
Program Governance

- **Standards:** In addition to a number of planning elements required by regulations, CenturyLink has aligned its Program to adhere to ISO 22301:2012, the International Standard for Business Continuity Management. In 2017, CenturyLink’s Program was awarded certification to this industry standard of its BCM system and subsequent business functions supporting the SAP-HANA Enterprise Cloud for Managed Hosting Services environment.
- **Leadership:** CenturyLink Top Management supports the Program by assigning program partners to represent their organization’s interest in operational resiliency
- **Policy:** Top management establishes BCM Policy committed to maintaining a Corporate BCM team, framework, setting Program objectives, and assignment of resources to execute the Program
- **Metrics:** The Corporate BCM team maintains a dashboard monitoring completion of BCM activities
- **Scorecard:** Top Management reviews a Program scorecard at planned intervals to ensure its suitability and effectiveness
- **Audit:** CenturyLink engages internal and external audit firms to perform multiple types of assessments designed to address our customers’ diverse compliance requirements.



PROGRAM FRAMEWORK

The key to resiliency is the Program's framework that gives our customers the confidence that our services will run with minimal interruptions, regardless of the incident. In alignment of ISO 22301:2012, CenturyLink's Program is based on a Plan-Do-Check-Act model comprised of the following key components:



ESTABLISH PROGRAM

- **Program Management:** Dedicated resources establish accountability and reinforce CenturyLink's commitment to the business continuity standards required to provide customers reliable and resilient service.
- **Competence, Training & Awareness:** The Program utilizes role-based training curriculum to ensure participants are competent to the responsibilities for executing required tasks.

IMPLEMENT AND OPERATE

- **Business Impact Analysis (BIA)** interviews are conducted to identify the Company's key operational functions and the impact(s) a disruption would have on them. This analysis provides an understanding of time-critical priorities, key resources, and interdependencies so recovery time objectives can be established, approved, and integrated into planning strategies.
- **Risk Assessment (RA)** interviews are conducted to evaluate threats, hazards, and potential causes of interruptions, the probability of their occurrence, and the impact severity when they occur.

- ▮ **Strategy Evaluation and Plan Development:** The BIA and RA collectively provide data integral to evaluating, developing, and implementing strategies for reducing the likelihood and impacts of disruptive incidents.
 - ▮ **Incident Management and Business Continuity/Disaster Recovery Plans** provide procedures for maintaining continuity of operations and are implemented to effectively respond to and recover from Company-wide operational disruptions.
- Exercising and Testing:** To test viability and develop a state of readiness, critical plans are required to be reviewed and exercised annually.

MONITOR AND REVIEW

- **Tracking Performance Metrics:** The progress of each organization's compliance with the Program objectives and requirements is continually tracked and communicated out to key Program personnel on a quarterly basis.
- ▮ **Post Incident Reviews (PIR)** provide impacted/activated groups an opportunity for recovery process feedback, reflection on lessons learned and address any issue(s) which may require follow up action.
- ▮ **Management Reviews** are conducted annually, or when significant business changes occur, to review the state of the Program and ensure alignment with Company strategy and operational initiatives.

MAINTAIN AND IMPROVE

- ▮ **Non-conformities, Corrective Actions, and Improvement Opportunities** are tracked and periodically reviewed to ensure findings or gaps are addressed and to enable continual improvement of the Program.

KEY PLAN ELEMENTS

While business continuity plans are proprietary, CenturyLink uses a company-wide planning model that incorporates information as outlined in the plan's Table of Contents below:

SECTION 0 BUSINESS CONTINUITY PLAYBOOK

- 0.1 Security and Handling Instructions
- 0.2 Online Copy Requirements
- 0.3 Hardcopy Copy Requirements

SECTION 1 SCOPE & CONTENT

- 1.1 Purpose and Scope
- 1.2 Assumptions

SECTION 2 IMMEDIATE ACTIONS

- 2.1 General
- 2.2 If at the Workplace
- 2.2 Secondary Assembly Locations
- 2.3 If Away from the Workplace

SECTION 3 TEAM PERSONNEL

- 3.1 Recovery Roles and Responsibilities
- 3.2 Department Leadership
- 3.3 Crisis/Incident Management Representative
- 3.4 Department Key Personnel

SECTION 4 BUSINESS CONTINUITY PROCEDURES

- 4.1 Business Unit Process Overview
- 4.2 Critical Functions & Priorities
- 4.3 Location Contingencies - Alternate Work Arrangements
- 4.4 Technology Disruption Contingencies
- 4.5 Staffing Contingencies
- 4.7 Other

SECTION 5 INCIDENT COMMUNICATIONS

- 5.1 Internal Communications
- 5.2 Vendors/Suppliers
- 5.3 Customers
- 5.4 Regulators

APPENDIX 1 VERSION CONTROL

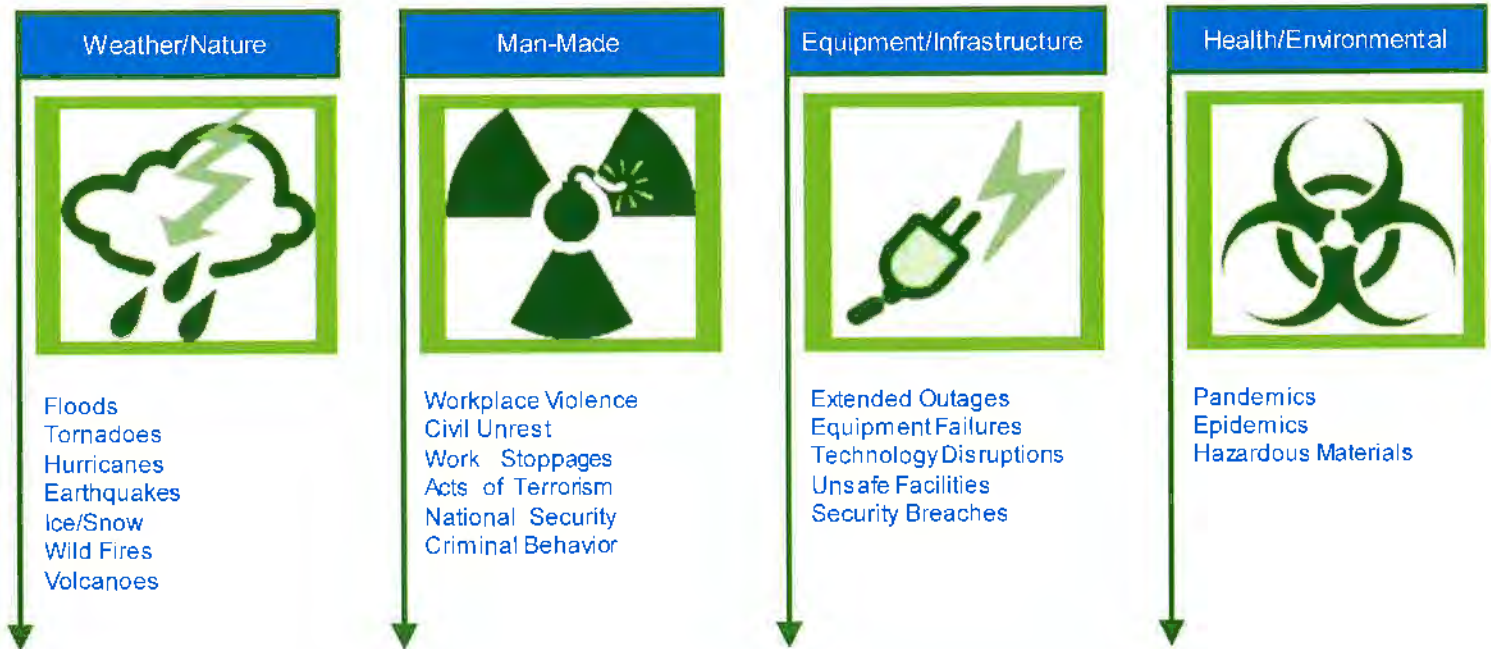
PROGRAM ROLES AND RESPONSIBILITIES

Roles	Responsibilities
Corporate Business Continuity Management Office	CenturyLink's Program is managed by full-time business continuity professionals who govern and support the Corporate BCM Program. Responsibilities include: <ul style="list-style-type: none"> • Developing and maintaining the Program methodology and framework for recovery of business operations, facilities, applications, and the incident response structure • Maintaining a BCM Guidebook containing the detailed procedures for how to execute the components of the Program • Facilitating Incident Management activities, to include: <ul style="list-style-type: none"> - developing and maintaining program structure and processes - team membership, role-based training, and exercises - facilitating and managing event communications with interested parties - conducting Post Incident Reviews and tracking action items to closure • Tracking and reporting execution results to determine recoverability and maturity • Directing and supporting continual Program improvements • Conducting reviews with management on BCM capabilities • Maintaining, managing, and administering the BCM related tools (i.e. planning repositories, incident communications, training modules, etc.)
Top Management	CenturyLink's highest level of leadership, representing all major organizations of the Company. Responsibilities include: <ul style="list-style-type: none"> • Championing the Program and instilling the values of the Program within the organization • Appointing an Executive Sponsor(s) to implement and execute the Program framework within their organization and subsequent functional group(s) • Identifying unacceptable levels of BCM risk
Executive Sponsors	<ul style="list-style-type: none"> • Accountability for the management, prioritization, implementation, and continual improvement of the Program in their functional group/organization • Appointing Business Continuity Coordinators (BCCs) and granting them the authority to coordinate execution of the Program and verify their responsibilities • Appointing Incident Management Team Commanders to provide efficient command and control over recovery activities and concise communications to stakeholders
Business Continuity Coordinators (BCCs)	<ul style="list-style-type: none"> • Establishing the structure within their functional group to coordinate execution of the Program • Obtain on-going training and education necessary to design, implement, and maintain the Program's desired execution outcome
Plan Owners / Incident Commanders	<ul style="list-style-type: none"> • Responsible for the development, approval, and distribution of plans • Verifying plan recovery strategies are implemented, maintained, and exercised • Revising plans as business conditions require (i.e., changes in roles, environment, technology, or operations) <ul style="list-style-type: none"> ▪ Assuming command over an appropriate response structure • Activating plans when pre-defined triggers have been met and recovering the critical activity within its desired timeframe
Plan Builders	<ul style="list-style-type: none"> • Support Plan Owner in developing and maintaining plan in the required planning repository • Assisting Plan Owner with any maintenance, exercise, and QA activities
Incident Management Teams (IMTs)	IMTs are comprised of team members representing key functional groups that may serve a critical role during life safety incidents or business disruptions. <ul style="list-style-type: none"> • Primary team members are paged out for all activations and secondary teams are paged out if they are impacted or needed to support an incident. • Each team is accountable for the overall command, control, and communication within their functional group during recovery
General Employees	<ul style="list-style-type: none"> • Complete Program awareness training on an annual basis and other additional training as needed by periodic objectives, projects, or initiatives

MANAGING AND RESPONDING TO AN INCIDENT

Defining an Incident

CenturyLink defines an **incident** as a man-made or naturally occurring disruptive event where the impacts affecting its employees, assets, or critical business operations meet predefined activation triggers. Activation triggers would include life threatening situations (severe weather, natural disasters, pandemic epidemic, workplace violence), extended outages or security breaches for top critical systems or applications, or extended evacuations due to building infrastructure failures or environmental emergencies.



Activating Incident Management Teams (IMTs)

CenturyLink IMTs are operational 24x7 and convene virtually when any member becomes aware of an actual or impending situation within their support area. Incident Commanders are engaged to determine if the incident has met an activation trigger or threshold and will coordinate activation and deliver the incident assessment if the situation warrants. The IMT(s) reconvene at agreed upon time intervals to provide status updates on their team's tactical recovery and any resources or logistics requirements. Incident Status Reports are updated and distributed after each meeting and disseminate appropriately to Top Management, functional groups and other interested parties. A post-incident review incorporating lessons learned and after-action items from all activated teams will be created to ensure action items are tracked to closure.

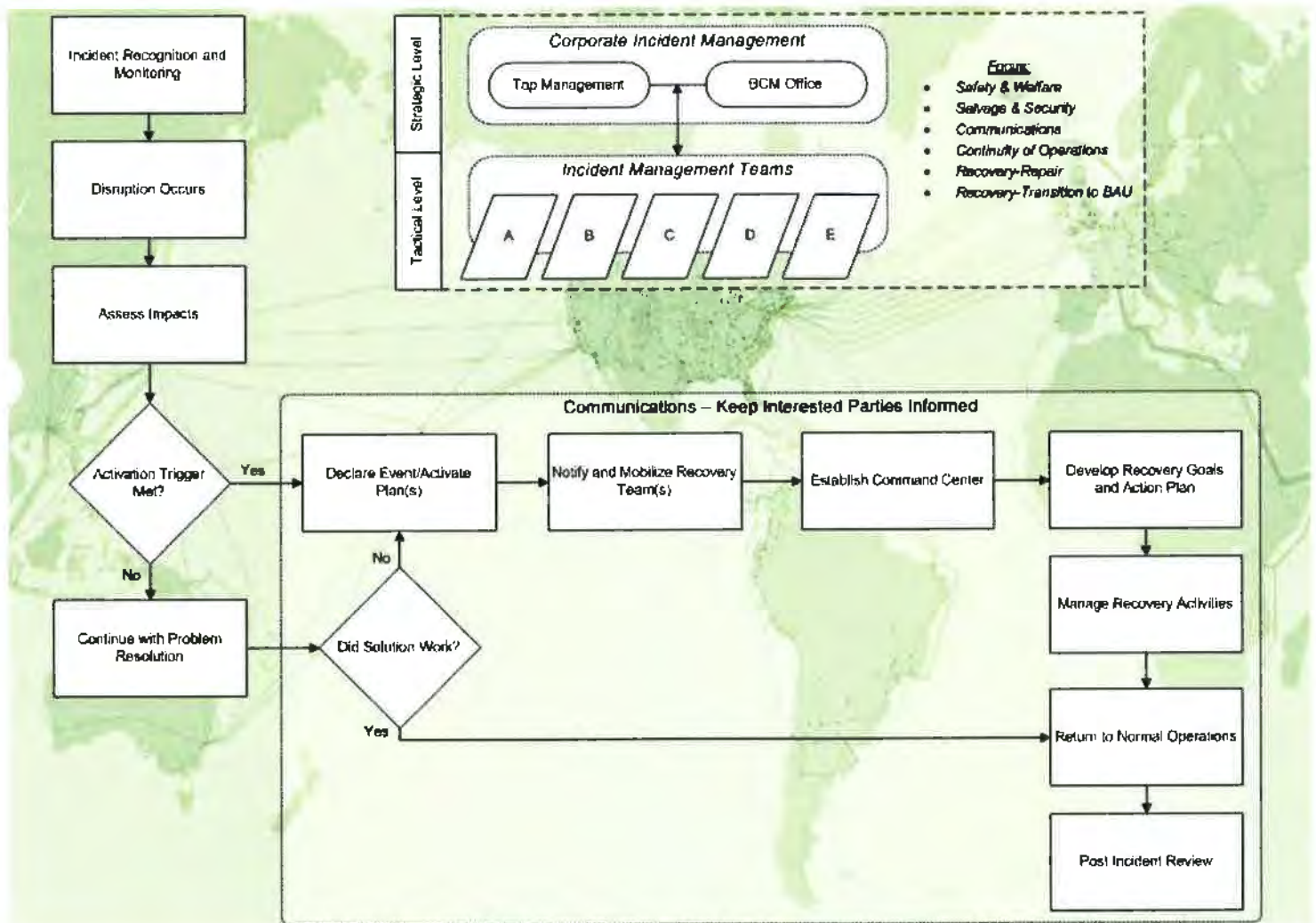


Communicating During an Incident

CenturyLink implements redundant communications capabilities utilizing alternate carriers. Primary and backup conference bridges are supplied by separate vendors using diverse networks and routes. The Company owns and maintains an automated paging system, utilized for activating its Incident Management teams and notifying registered employees of disruptive events or critical situations. Additionally, in times of network congestion or domestic emergencies affecting normal telecommunications means, CenturyLink critical personnel are afforded priority access through the Government Emergency Telecommunications Service (GETS) for public switch telephone networks (PSTN) and the Wireless Protection Service (WPS) for cellular phones.

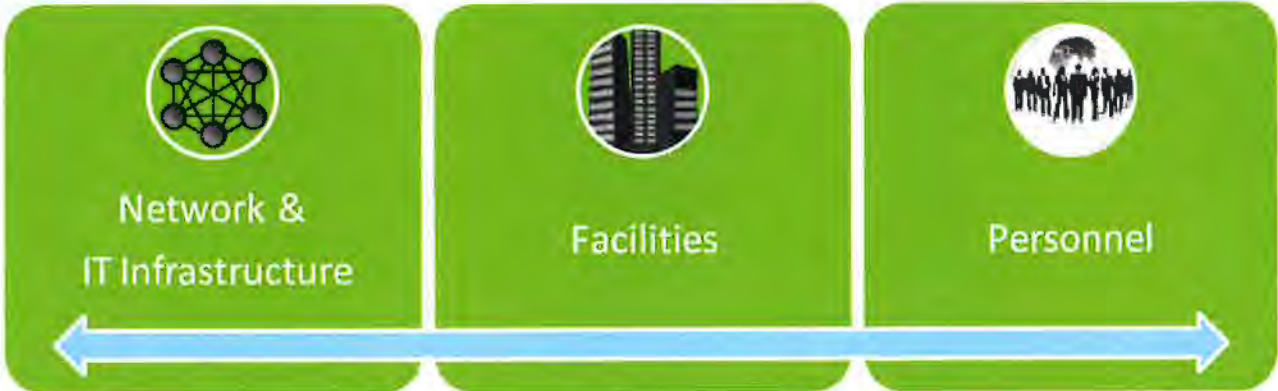
Recognition, Response, and Recovery Flow

The figure below illustrates how the Incident Management process unfolds and interested parties are kept informed.



RESILIENCY AND PREPAREDNESS CAPABILITIES

As a leader in global communications and IT services, CenturyLink's preparedness capabilities and resiliency strategies include, but are not limited to:



Network & IT Infrastructure

NETWORK FOOTPRINT

CenturyLink provides services in over 60 countries across the globe, with network and fiber capabilities that connects more than 350 metropolitan areas with 100,000+ on-net buildings. This globally diverse network, including approximately 450,000 route miles of fiber, enables a broad range of services and solutions to meet customers' evolving demands for capacity and reliable connectivity.

NETWORK RELIABILITY

Geographically disbursed network operations centers are staffed 24x7x365 to monitor, identify, and isolate causes of potential network disruptions, and efficiently coordinate resolution of system outages. During a network outage or event, this may include opening event tickets, tracking and correlating events, running event bridges when required, and providing status to interested parties.

NETWORK SECURITY

To support the security of the Company's information and networks, CenturyLink utilizes a team of subject matter experts with diverse technical expertise from Operating Systems, Web Applications, Networking, Computer Forensics and Cryptography. These investigation and response capabilities are maintained 24x7x365 to protect CenturyLink assets from all sorts of cyber threats.



IT OPERATIONS

CenturyLink owns and self-manages geographically dispersed data centers, which are equipped with infrastructure, environment and connectivity to support the Company's processing capabilities and essential business functions. Access to data centers is restricted and backed up by battery and generators when commercial power is disrupted. Information Technology (IT) partners with BCM Program personnel to ensure

management of recovery plans for critical applications and hardware, as well as integrating communication activities during an incident.

Facilities

All critical facilities have plans for recovering their critical infrastructure from loss of access, power, HVAC, etc. Periodic inspections and evacuation drills are conducted to protect the safety of our employees, customers and vendors.

FIRE AND LIFE SAFETY

CenturyLink is committed to ensuring the safety of its employees and guests, protecting Company assets, ensuring continuity of Company operations and complying with applicable regulations and codes. Fire and Life Safety plans and subsequent procedures are customized according to each facility.

CORPORATE SECURITY

The Corporate Security group establishes security policies, manages access control systems, and coordinates security improvements to CenturyLink properties. This group manages the 24x7 Security Command Center which responds to alarms, monitors video, monitors global events, supervises security officers and serves as the central point of contact for all security related events

ALTERNATE WORK ARRANGEMENTS

During a disaster or emergency related event, CenturyLink utilizes an alternate work space process and team to address the needs of business units which occupy impacted facilities. Additionally, CenturyLink deploys remote access strategies providing the ability for employees to work remotely in support of minimizing the impact to customers during disruptive events.



Call center recovery at an alternate site after tornado damage to primary facility

Personnel

With over 50,000 globally located employees, CenturyLink has incorporated into its planning a methodology to address potential or significant disruptions in staffing levels, focusing on the following areas:

- Ensuring mission critical functions remain operational
- Personnel remote access and staff reduction contingency strategies
- Providing an appropriate level of awareness for our employees and customers
- Anticipating and responding to our customer's needs and possible disruptions to our supply chain

HEALTH AND SAFETY

CenturyLink is committed to protecting the health and safety of our employees, customers and communities we serve by conducting our business in a safe and environmentally responsible manner. Health risks and/or pandemic preparedness is integrated into the planning process of the Business Continuity Program, where health and safety policies and staff provide support and guidance during significant business disruptions or disasters.

SUPPLIERS AND VENDORS

To minimize risk and ensure supplier accountability, multiple CenturyLink groups collaborate for negotiating and executing the contractual agreement terms of sourced products and/or services. This provides CenturyLink the ability to assess the control measures of our suppliers, vendors, and business partners and ensure resiliency strategies are adequately implemented to address service level commitments and continuity of operations.

Appendix F

Project Plan



CenturyLink Project Plan

Hosted VoIP Installation

Once the orders for your CenturyLink Government Hosted VoIP solution have been submitted, CenturyLink will assign the State of Nebraska Project Team to a CenturyLink technical project coordinator (TPC) who will be your main point of contact while we install your service. We will also assign a system designer (SD) to help you program your new phones and train your employees.

We will handle most tasks, but we will contact you through the installation to ask for information we need to set up your service. Please note that with the size and complexity of the State of Nebraska implementation, the minimum interval will be 120 days from time of order acceptance by our VoIP order team, but it is likely that the State of Nebraska will port numbers in a staged manner, and therefore it could take longer than that. Installation process steps are below.

Step 1: Place your order

Sign your contract and return to our sales team to begin your Hosted VoIP installation.

Step 2: Meet the CenturyLink team handling your order

We will introduce you to your project coordinator, account consultant, and system designer.

Outcome: We will confirm your roles and responsibilities—as well as ours—with an overview of the proposed solution.

Responsibility: project coordinator + customer technical contact(s).

Step 3: CenturyLink enters your order and starts provisioning

We will place your order and start configuring your service:

- install data circuit
- ship hardware
- introduce your system designer and discuss your end users
- set up your end users in the VoIP portal

Outcome: The project coordinator will begin once the installation is requested.

Responsibility: project coordinator, account consultant, customer technical contact(s)

Step 4: CenturyLink installs your service

- install site hardware
- train your end users (system designer)

Outcome: Once your solution is installed, **your system designer will train you and your end users via web conferencing, or training videos.**

Responsibility: project coordinator and customer technical contact(s)

Step 5: CenturyLink ports your telephone numbers

- Select date & time to port your telephone numbers
- Activate VoIP services

Outcome: The project coordinator works with you to schedule porting.

Responsibility: project coordinator and customer technical contact(s)

New construction and general customer requirements

- If one of your locations is currently under construction, we will need electrical power at that location to proceed with installation. A permanent, grounded, 3-prong electrical outlet is required. *Extension cords do not meet this requirement.
- Space requirements—you must designate wall or rack mounts.
- If wall mounted CPE is desired, please provide eye level 4x4 fire retardant 3/4" plywood backboard.
- Fiber builds and network builds may be necessary and will extend installation time frames.
- You are responsible for all fiber optic or copper cables extending from the CenturyLink demarcation point to the termination point.
- Additionally, entrance facilities must be in place to support a fiber build.
- Conduit is the facility from the edge of your business property line to the negotiated (with CenturyLink) equipment location inside your building (i.e. demarcation point). It must be equipped with a 200-pound calibrated pull string for the fiber cable. Details including (but not limited to) conduit type, size, quantity, and sweeps or bends will be provided by the CenturyLink network engineer during the site survey. He or she will determine whether the existing conduit structure is sufficient to support your service. The conduit running inside your building needs to be provided overhead or under the floor in a raised floor computer room environment. Note: If your business is located in a building that is not owned by your company, you need to work with your building owner/manager to provide the requirements listed so that CenturyLink can build your new fiber-based services.
- An extended demark is required to get the T1 or ethernet circuit within 10 feet of the router.
- You ensure a minimum of CAT5e cabling with direct connections from end-user wall plate (including WAP locations) to patch panel. This is known as a "home run" and neither hubs, switches, or any other intermediary device shall be permitted between the end-user phone and POE switch.
- Door buzzer / ring-down line—If you request a door buzzer or ring down line, it must be pre-approved prior to order acceptance.
- Overhead paging—you are responsible for configuring your paging adapter to work with the FXO or FXS handoff from the analog terminal adapter (ATA). Pre-approval required to determine port type.
- Faxing can be problematic if the transmission rate is higher than 14.4K. It is recommended to leave faxing off VoIP if faxing is mission-critical to a business.
- Alarm, elevator, sprinkler, and modem lines should be sold as POTS lines, not using an ATA. This is based on industry best practice and some alarm vendors and municipalities' mandate keeping this on POTS service.

Location telephone number

Please provide working phone numbers for every location. They are necessary for us to locate the building.

Local contact

We require a designated contact for each location we are installing. The contact must be physically present every day—Monday through Friday—during business hours at the service address and must be available by phone.

Technical contact

A technical contact who can answer detailed questions about your current network infrastructure for each location is required.

Your IT contact should know:

- What network equipment is used at each site
- The desired configuration including IP addressing/connectivity, routers and firewalls

Your telecom contact should be familiar with the types of phones and where they will be located.

Number porting

A completed LOA (letter of agency) must be received to complete our installation. The following actions will help you successfully complete your LOA:

- Provide a list of phone numbers that you would like to remain on your service. These numbers will be ported for you.
 - Remove PIC freezes from these numbers. We cannot port numbers with PIC freezes.
 - Provide a copy of your current service bill.
 - Ensure that ported numbers do not have DSL (high-speed Internet) on them or the Internet service will be lost.
 - Make sure that the previous provider is paid in full prior to porting your numbers. We cannot port unpaid accounts.
 - Disconnected numbers cannot be ported.
 - Porting timeline: 12–30 days based on total numbers to be ported.
-

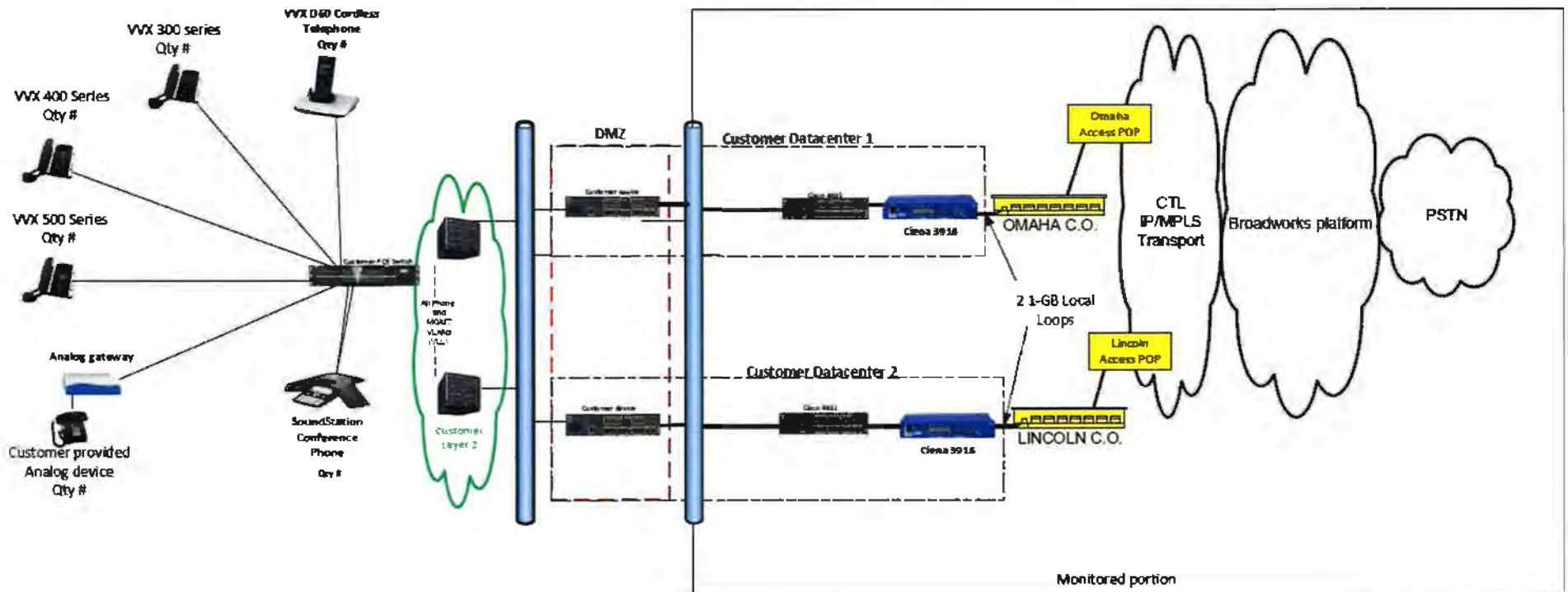
Appendix G

Concept Drawing



Concept Drawing

Site Name: STATE OF NEBRASKA





HVDS NGMP UAT
 Account # 86000149
 Phone # 303-674-2422

February 28, 2014
 Invoice 1249450772
 Billing Cycle: 267-283 Page 1 of 16

Contact CenturyLink

- Billing Inquiries and general information
1-800-860-1020
- Go Green! Use Control Center at
<https://controlcenter.centurylink.com> to view your
billing and service information on-line and enroll in
Paperless Billing or One Page Direct.

Bill Summary

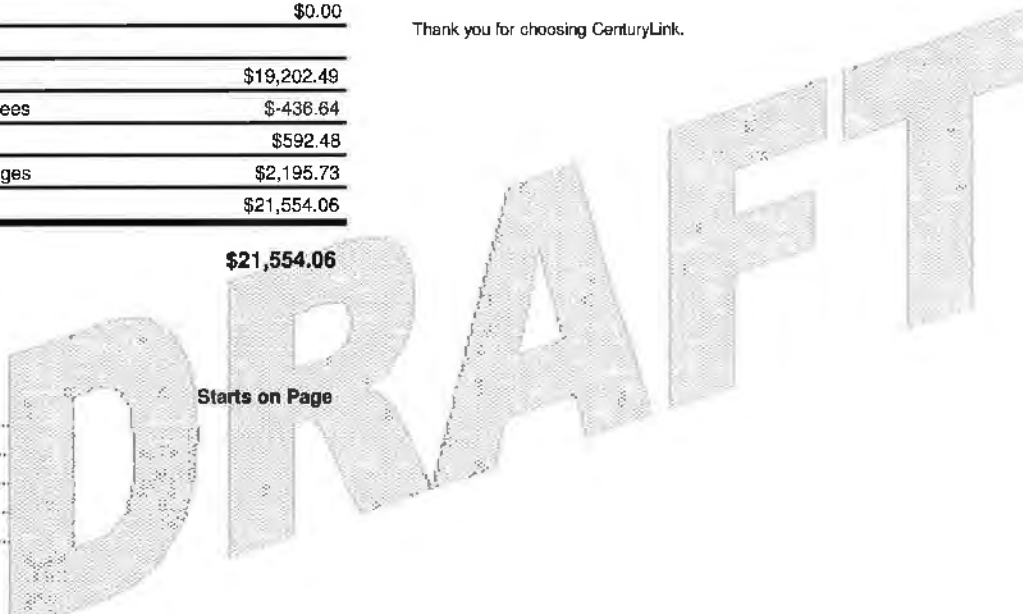
Previous Balance	\$0.00
No Payments Received	
Balance Forward	\$0.00
Current Charges	
Current Gross Charges	\$19,202.49
Discounts, Promotions, & Fees	-\$436.64
Government Fees & Taxes	\$592.48
Other Fees & Monthly Charges	\$2,195.73
Current Net Charges	\$21,554.06

Amount Due \$21,554.06

**Invoice Contents
 Account Summaries**

Your Account Balance.....
 Service Summary.....
 12-Month Review of Spending.....
 Custom Reports.....
 Service Detail.....

Starts on Page



Please fold, tear here, and return this portion with your payment.

To change your billing address,
 call us at 1-800-860-1020



FEB HVDS NGMP UAT
 930 15Th St
 Denver, CO 80202

Invoice Number	1249450772
Account Number	86000149
Amount Due	\$21,554.06

Amount Paid: \$ _____

Payment Due for New Charges
 March 30, 2014,
 unless your contract states otherwise.

Please Send Payment to:
 CENTURYLINK
 Business Services
 P.O. Box 52187
 Phoenix, AZ 85072-2187

104

124945077208600014941111000215540600021554069



February 28, 2014
Invoice 1249450772

FEB HVDS NGMP UAT
Account 86000149

Page 2 of 16

direct all inquiries to:

CenturyLink
Customer Service
DEPT COOR
8000 Parkwood Place
Dublin, OH 43016
1-800-860-1020

Your CenturyLink monthly invoice is payable pursuant to the payment terms and conditions in your agreement with CenturyLink. Your bill will be considered past due if not paid by your due date. Unless your agreement states otherwise, a Late Payment charge of 1.5% may be assessed on any unpaid balance if payment is not received 30 days from the bill date, or any other timeframe specified in your agreement. Please mail the remittance stub with your check or money order, made payable to "CenturyLink", in the enclosed envelope or to the payment address noted on the front, left side of the remittance slip. Please write your account number on your check. **DO NOT SEND CASH OR MAKE PAYMENT BY CREDIT CARD.**

If you have questions regarding your bill or if you need more information about a transaction on your bill, please promptly contact CenturyLink at 1-800-860-1020. Disputes should be communicated to CenturyLink pursuant to the payment terms and conditions in your agreement with CenturyLink. When you contact CenturyLink, PLEASE PROVIDE THE FOLLOWING INFORMATION:

- Your name and account number
- Dollar amount of the dispute and billing date
- Explanation of the dispute

Payments should be sent to CenturyLink at the remittance address located on the front.

DRAFT



Account Balance

Current Gross Charges

FEB HVDS NGMP UAT 86000149	19,202.49
	\$19,202.49

Discounts, Promotions & Fees

\$-436.64

Government Fees and Taxes

State and Local Taxes	592.48
	\$592.48

Other Fees & Monthly Charges

Federal Universal Service Fund	1,884.55
Fed Telecom Relay Service	197.00
Federal Regulatory Recovery	40.38
Property Tax Recovery	73.80
	\$2,195.73

Current Net Charges

\$21,554.06

Previous Balance

\$0.00

Payments Received

\$0.00

Amount Due

\$21,554.06

Current Net Charges

FEB HVDS NGMP UAT 150014254 CenturyLink Total Advantage M	
Current gross charges	19,202.49
Discounts, Promotions & Fees	-436.64
Government Fees and Taxes	592.48
State and Local Taxes	592.48
Other Fees & Monthly Charges	2,195.73
Federal Universal Service Fund	1884.55
Fed Telecom Relay Service	197.00
Federal Regulatory Recovery	40.38
Property Tax Recovery	73.80
	\$21,554.06

Total FEB HVDS NGMP UAT Current Net Charges

\$21,554.06

Payments and Adjustments

Previous balances	0.00
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February 28, 2014
Invoice 1249450772

FEB HVDS NGMP UAT
Account 88000149

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Adjustments, Promotions and Fees Report

FEB HVDS NGMP UAT 150014254 CenturyLink Total Advantage M

Description	Quantity	Amount
Dedicated Services		
DS11T-16510593 CenturyLink Total Advantage Volume Discount (IP)		-436.64
Subtotal		\$-436.64
Total FEB HVDS NGMP UAT		\$-436.64

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Usage Summary

All accounts

	Calls/ Users/Ports	Min:Sec	Service Charges	Nonrecurring Charges	Promotions, Discounts & Fees	Total Charges
Dedicated Services	0	:00	\$10352.39	\$8850.10	\$-436.64	\$18765.85
		:00	\$10,352.39	\$8,850.10	\$-436.64	\$18,765.85

FEB HVDS NGMP UAT 86000149

FEB HVDS NGMP UAT 150014254

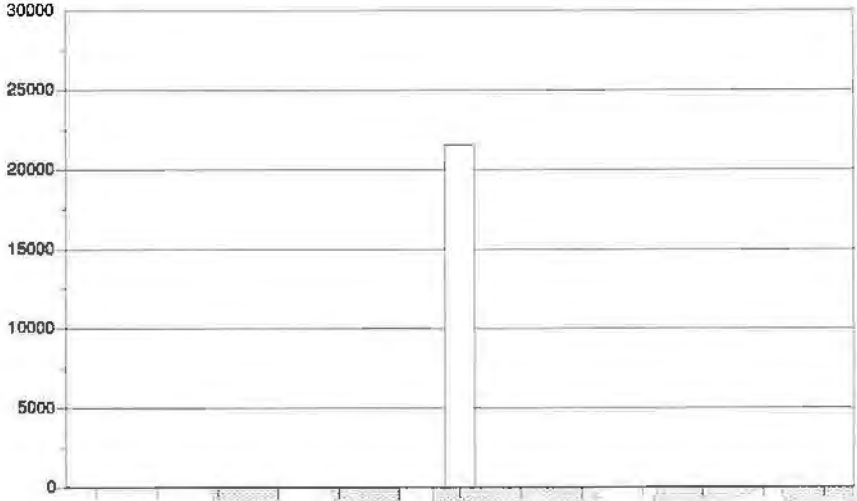
	Calls/ Users/Ports	Min:Sec	Service Charges	Nonrecurring Charges	Promotions, Discounts & Fees	Total Charges
Dedicated Services	0	:00	\$10352.39	\$8850.10	\$-436.64	\$18765.85
		:00	\$10,352.39	\$8,850.10	\$-436.64	\$18,765.85

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Month Review Of Spending

FEB HVDS NGMP UAT 86000148

Amount (\$)



Year	Month	Total Spending
2014	FEB	\$21,554.06

om Reports

Report starts on page

Service detail

Dedicated Services	8
FEB HVDS NGMP UAT	8
FEB HVDS NGMP UAT	8
Paper Invoice Fee	16
FEB HVDS NGMP UAT	16
FEB HVDS NGMP UAT	16

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Service Detail - Dedicated Services
FEB HVDS NGMP UAT 150014254

Facilities Charges

Circuit ID: EQ-64878132

Description	Location	Qty	Period	Nonrecurring Charges	Monthly Charges
CPE Rental		1	1/16/2014-1/31/2014		\$16.56
CPE Rental		1	2/1/2014-2/28/2014		32.09
Subtotal				\$0.00	\$48.65

Circuit ID: EQ-64878135

Description	Location	Qty	Period	Nonrecurring Charges	Monthly Charges
CPE Rental		1	1/16/2014-1/31/2014		\$199.90
CPE Rental		1	2/1/2014-2/28/2014		387.30
Subtotal				\$0.00	\$587.20

Circuit ID: EQ-64878136

Description	Location	Qty	Period	Nonrecurring Charges	Monthly Charges
CPE Rental		1	1/16/2014-1/31/2014		\$16.56
CPE Rental		1	2/1/2014-2/28/2014		32.09
Subtotal				\$0.00	\$48.65

Circuit ID: EQ-64878137

Description	Location	Qty	Period	Nonrecurring Charges	Monthly Charges
CPE Rental		1	1/16/2014-1/31/2014		\$16.56
CPE Rental		1	2/1/2014-2/28/2014		32.09
Subtotal				\$0.00	\$48.65

Circuit ID: EQ-64878138

Description	Location	Qty	Period	Nonrecurring Charges	Monthly Charges
CPE Rental		1	1/16/2014-1/31/2014		\$16.56
CPE Rental		1	2/1/2014-2/28/2014		32.09
Subtotal				\$0.00	\$48.65

Circuit ID: EQ-64878139

Description	Location	Qty	Period	Nonrecurring Charges	Monthly Charges
CPE Rental		1	1/16/2014-1/31/2014		\$16.56



ated Services (continued)

FEB HVDS NGMP UAT 150014254

Facilities Charges

Circuit ID: EQ-64878139

Description	Location	Qty	Period	Nonrecurring Charges	Monthly Charges
CPE Rental		1	2/1/2014-2/28/2014		32.09
Subtotal				\$0.00	\$48.65

IP Solutions

18 S CLINTON ST, IOWA CITY, IA

Circuit ID: DS1IT-16510593

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
1536 Kbps Internet IQ Port	1	1/16/2014-1/31/2014		\$412.90
CenturyLink Total Advantage Volume Discount (IP)				-148.64
DS-1 CenturyLink Loop	1	1/16/2014-1/31/2014		77.42
Local Loop Install	1	1/16/2014-1/31/2014		
1536 Kbps Internet IQ Port	1	2/1/2014-2/28/2014		800.00
CenturyLink Total Advantage Volume Discount (IP)				-288.00
DS-1 CenturyLink Loop	1	2/1/2014-2/28/2014		150.00
DS-1 CenturyLink Loop	1	3/1/2014-3/31/2014		150.00
Port Install	1	1/16/2014-1/31/2014	500.00	
Subtotal			\$500.00	\$1,153.68

Circuit ID: IM-64878134

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Pro Configuration	1	1/16/2014-1/31/2014		\$25.81
Pro Configuration	1	2/1/2014-2/28/2014		50.00
Pro Configuration Install	1	1/16/2014-1/31/2014		
Subtotal			\$0.00	\$75.81

Voice Over IP

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Verified ID/Proj. Acct. Codes	1	1/16/2014-1/31/2014		
ID/Proj. Acct. Codes Set Up Fee	1	1/16/2014-1/31/2014	15.00	
ID/Project Account Code	1	1/16/2014-1/31/2014		
VPAC Set-up	1	1/16/2014-1/31/2014	15.00	
Verified ID/Proj. Acct. Codes	1	2/1/2014-2/28/2014		
ID/Project Account Code	1	2/1/2014-2/28/2014		
Hosted VoIP	1	1/16/2014-1/31/2014		
Hosted VoIP	1	2/1/2014-2/28/2014		
Subtotal			\$30.00	\$0.00

Hosted Services (continued)
FEB HVDS NGMP UAT 150014254
Voice Over IP

109 E College St, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Auto Attendant	5	1/16/2014-1/31/2014		\$38.58
Hosted VoIP - Hunt Group	5	1/16/2014-1/31/2014		12.77
Hosted VoIP Seat - Standard	5	1/16/2014-1/31/2014		64.52
Hosted VoIP Seat - Basic	5	1/16/2014-1/31/2014		49.03
Hosted VoIP Seat - Premium	5	1/16/2014-1/31/2014		72.26
Hosted VoIP Seat - Voicemail Only	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Anywhere	5	1/16/2014-1/31/2014		56.65
Hosted VoIP Auto Attendant	5	2/1/2014-2/28/2014		74.75
Hosted VoIP - Hunt Group	5	2/1/2014-2/28/2014		24.75
Hosted VoIP Seat - Standard	5	2/1/2014-2/28/2014		125.00
Hosted VoIP Seat - Basic	5	2/1/2014-2/28/2014		95.00
Hosted VoIP Seat - Premium	5	2/1/2014-2/28/2014		140.00
Hosted VoIP Seat - Voicemail Only	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Anywhere	5	2/1/2014-2/28/2014		109.75
Hosted VoIP Auto Attendant Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP - Hunt Group Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Standard Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Seat - Basic Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Seat - Premium Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Anywhere Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Receptionist PC Console	5	1/16/2014-1/31/2014		126.45
Hosted VoIP Voicemail for Hunt Group	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Receptionist PC Console	5	2/1/2014-2/28/2014		245.00
Hosted VoIP Voicemail for Hunt Group	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Desktop Softphone Install	5	1/16/2014-1/31/2014	249.75	
Hosted VoIP Mobile Softphone Install	5	1/16/2014-1/31/2014	149.75	
Subtotal			\$1,434.50	\$1,324.71

120 E Burlington St, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Seat - Basic	5	1/16/2014-1/31/2014		\$49.03
Hosted VoIP Seat - Voicemail Only	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Seat - Premium	5	1/16/2014-1/31/2014		72.26
Hosted VoIP Auto Attendant	5	1/16/2014-1/31/2014		38.58
Hosted VoIP Seat - Standard	5	1/16/2014-1/31/2014		64.52
Hosted VoIP - Hunt Group	5	1/16/2014-1/31/2014		12.77
Hosted VoIP Anywhere	5	1/16/2014-1/31/2014		56.65
Hosted VoIP - Hunt Group	2	1/18/2014-1/31/2014		4.47
Hosted VoIP Anywhere	2	1/18/2014-1/31/2014		19.83
Hosted VoIP Seat - Standard	2	1/18/2014-1/31/2014		22.58

Hosted Services (continued)
FEB HVDS NGMP UAT 150014254
Voice Over IP

120 E Burlington St, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Seat - Voicemail Only	2	1/18/2014-1/31/2014		5.37
Hosted VoIP Auto Attendant	2	1/18/2014-1/31/2014		13.50
Hosted VoIP Seat - Basic	2	1/18/2014-1/31/2014		17.16
Hosted VoIP Seat - Premium	2	1/18/2014-1/31/2014		25.29
Hosted VoIP Seat - Basic	5	2/1/2014-2/28/2014		95.00
Hosted VoIP Seat - Voicemail Only	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Seat - Premium	5	2/1/2014-2/28/2014		140.00
Hosted VoIP Auto Attendant	5	2/1/2014-2/28/2014		74.75
Hosted VoIP Seat - Standard	5	2/1/2014-2/28/2014		125.00
Hosted VoIP - Hunt Group	5	2/1/2014-2/28/2014		24.75
Hosted VoIP Anywhere	5	2/1/2014-2/28/2014		109.75
Hosted VoIP - Hunt Group	2	2/1/2014-2/28/2014		9.90
Hosted VoIP Anywhere	2	2/1/2014-2/28/2014		43.90
Hosted VoIP Seat - Standard	2	2/1/2014-2/28/2014		50.00
Hosted VoIP Seat - Voicemail Only	2	2/1/2014-2/28/2014		11.90
Hosted VoIP Auto Attendant	2	2/1/2014-2/28/2014		29.90
Hosted VoIP Seat - Basic	2	2/1/2014-2/28/2014		38.00
Hosted VoIP Seat - Premium	2	2/1/2014-2/28/2014		56.00
Hosted VoIP Seat - Basic Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Seat - Premium Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Auto Attendant Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Standard Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP - Hunt Group Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Anywhere Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP - Hunt Group Install	2	1/18/2014-1/31/2014	20.00	
Hosted VoIP Anywhere Install	2	1/18/2014-1/31/2014	20.00	
Hosted VoIP Seat - Standard Install	2	1/18/2014-1/31/2014	118.00	
Hosted VoIP Auto Attendant Install	2	1/18/2014-1/31/2014	20.00	
Hosted VoIP Seat - Basic Install	2	1/18/2014-1/31/2014	118.00	
Hosted VoIP Seat - Premium Install	2	1/18/2014-1/31/2014	118.00	
Hosted VoIP Receptionist PC Console	5	1/16/2014-1/31/2014		126.45
Hosted VoIP Voicemail for Hunt Group	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Voicemail for Hunt Group	2	1/18/2014-1/31/2014		5.37
Hosted VoIP Receptionist PC Console	2	1/18/2014-1/31/2014		44.26
Hosted VoIP Receptionist PC Console	5	2/1/2014-2/28/2014		245.00
Hosted VoIP Voicemail for Hunt Group	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Voicemail for Hunt Group	2	2/1/2014-2/28/2014		11.90
Hosted VoIP Receptionist PC Console	2	2/1/2014-2/28/2014		98.00
Hosted VoIP Mobile Softphone Install	5	1/16/2014-1/31/2014	149.75	
Hosted VoIP Desktop Softphone Install	5	1/16/2014-1/31/2014	249.75	

Hosted Services (continued)
FEB HVDS NGMP UAT 150014254
Voice Over IP

120 E Burlington St, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Mobile Softphone Install	2	1/18/2014-1/31/2014	59.90	
Hosted VoIP Desktop Softphone Install	2	1/18/2014-1/31/2014	99.90	
Available TN	6	1/18/2014-1/31/2014		13.41
Available TN	6	2/1/2014-2/28/2014		29.70
Subtotal			\$2,008.30	\$1,875.15

127 Iowa Ave, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Anywhere	5	1/16/2014-1/31/2014		\$56.65
Hosted VoIP Seat - Premium	5	1/16/2014-1/31/2014		72.26
Hosted VoIP Seat - Standard	5	1/16/2014-1/21/2014		24.19
Hosted VoIP Auto Attendant	5	1/16/2014-1/31/2014		38.58
Hosted VoIP Seat - Voicemail Only	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Seat - Basic	5	1/16/2014-1/21/2014		18.39
Hosted VoIP - Hunt Group	5	1/16/2014-1/31/2014		12.77
Hosted VoIP Seat - Premium	2	1/18/2014-1/31/2014		25.29
Hosted VoIP Seat - Voicemail Only	2	1/18/2014-1/31/2014		5.37
Hosted VoIP Auto Attendant	2	1/18/2014-1/31/2014		13.50
Hosted VoIP Anywhere	2	1/18/2014-1/31/2014		19.83
Hosted VoIP Seat - Basic	2	1/18/2014-1/31/2014		17.16
Hosted VoIP Seat - Standard	2	1/18/2014-1/31/2014		22.58
Hosted VoIP - Hunt Group	2	1/18/2014-1/31/2014		4.47
Hosted VoIP Seat - Standard	7	1/22/2014-1/31/2014		56.45
Hosted VoIP Seat - Basic	7	1/22/2014-1/31/2014		42.90
Hosted VoIP Anywhere	5	2/1/2014-2/28/2014		109.75
Hosted VoIP Seat - Premium	5	2/1/2014-2/28/2014		140.00
Hosted VoIP Seat - Standard	7	2/1/2014-2/28/2014		175.00
Hosted VoIP Auto Attendant	5	2/1/2014-2/28/2014		74.75
Hosted VoIP Seat - Voicemail Only	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Seat - Basic	7	2/1/2014-2/28/2014		133.00
Hosted VoIP - Hunt Group	5	2/1/2014-2/28/2014		24.75
Hosted VoIP Seat - Premium	2	2/1/2014-2/28/2014		56.00
Hosted VoIP Seat - Voicemail Only	2	2/1/2014-2/28/2014		11.90
Hosted VoIP Auto Attendant	2	2/1/2014-2/28/2014		29.90
Hosted VoIP Anywhere	2	2/1/2014-2/28/2014		43.90
Hosted VoIP Seat - Basic	2	2/1/2014-2/28/2014		38.00
Hosted VoIP Seat - Standard	2	2/1/2014-2/28/2014		50.00
Hosted VoIP - Hunt Group	2	2/1/2014-2/28/2014		9.90
Hosted VoIP Anywhere Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Premium Install	5	1/16/2014-1/31/2014	295.00	

Selected Services (continued)
FEB HVDS NGMP UAT 150014254
Voice Over IP

127 Iowa Ave, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Seat - Standard Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Auto Attendant Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Basic Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP - Hunt Group Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Premium Install	2	1/18/2014-1/31/2014	118.00	
Hosted VoIP Auto Attendant Install	2	1/18/2014-1/31/2014	20.00	
Hosted VoIP Anywhere Install	2	1/18/2014-1/31/2014	20.00	
Hosted VoIP Seat - Basic Install	2	1/18/2014-1/31/2014	118.00	
Hosted VoIP Seat - Standard Install	2	1/18/2014-1/31/2014	118.00	
Hosted VoIP - Hunt Group Install	2	1/18/2014-1/31/2014	20.00	
Hosted VoIP Voicemail for Hunt Group	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Receptionist PC Console	5	1/16/2014-1/31/2014		126.45
Hosted VoIP Receptionist PC Console	2	1/18/2014-1/31/2014		44.26
Hosted VoIP Voicemail for Hunt Group	2	1/18/2014-1/31/2014		5.37
Hosted VoIP Voicemail for Hunt Group	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Receptionist PC Console	5	2/1/2014-2/28/2014		245.00
Hosted VoIP Receptionist PC Console	2	2/1/2014-2/28/2014		96.00
Hosted VoIP Voicemail for Hunt Group	2	2/1/2014-2/28/2014		11.90
Hosted VoIP Mobile Softphone Install	5	1/16/2014-1/31/2014	149.75	
Hosted VoIP Desktop Softphone Install	5	1/16/2014-1/31/2014	249.75	
Hosted VoIP Desktop Softphone Install	2	1/18/2014-1/31/2014	99.90	
Hosted VoIP Mobile Softphone Install	2	1/16/2014-1/31/2014	59.90	
Available TN	6	1/18/2014-1/31/2014		13.41
Available TN	6	2/1/2014-2/28/2014		29.70
Subtotal			\$2,008.30	\$1,991.53

18 S Clinton St, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Seat - Standard	5	1/16/2014-1/31/2014		\$64.52
Hosted VoIP Seat - Voicemail Only	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Anywhere	5	1/16/2014-1/31/2014		56.65
Hosted VoIP - Hunt Group	5	1/16/2014-1/31/2014		12.77
Hosted VoIP Auto Attendant	5	1/16/2014-1/31/2014		38.58
Hosted VoIP Seat - Premium	5	1/16/2014-1/31/2014		72.26
Hosted VoIP Seat - Basic	5	1/16/2014-1/31/2014		49.03
Hosted VoIP Seat - Standard	5	2/1/2014-2/28/2014		125.00
Hosted VoIP Seat - Voicemail Only	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Anywhere	5	2/1/2014-2/28/2014		109.75
Hosted VoIP - Hunt Group	5	2/1/2014-2/28/2014		24.75
Hosted VoIP Auto Attendant	5	2/1/2014-2/28/2014		74.75



ated Services (continued)

FEB HVDS NGMP UAT 150014254

Voice Over IP

18 S Clinton St, Iowa City, IA 52240

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Seat - Premium	5	2/1/2014-2/28/2014		140.00
Hosted VoIP Seat - Basic	5	2/1/2014-2/28/2014		95.00
Hosted VoIP Seat - Standard Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Anywhere Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP - Hunt Group Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Auto Attendant Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Premium Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Seat - Basic Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Voicemail for Hunt Group	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Receptionist PC Console	5	1/16/2014-1/31/2014		126.45
Hosted VoIP Voicemail for Hunt Group	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Receptionist PC Console	5	2/1/2014-2/28/2014		245.00
Hosted VoIP Mobile Softphone Install	5	1/16/2014-1/31/2014	149.75	
Hosted VoIP Desktop Softphone Install	5	1/16/2014-1/31/2014	249.75	
Subtotal			\$1,434.50	\$1,324.71

214 N Linn St, Iowa City, IA 52245

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Seat - Premium	5	1/16/2014-1/31/2014		\$72.26
Hosted VoIP - Hunt Group	5	1/16/2014-1/31/2014		12.77
Hosted VoIP Seat - Voicemail Only	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Seat - Basic	5	1/16/2014-1/31/2014		49.03
Hosted VoIP Anywhere	5	1/16/2014-1/31/2014		56.65
Hosted VoIP Seat - Standard	5	1/16/2014-1/31/2014		64.52
Hosted VoIP Auto Attendant	5	1/16/2014-1/31/2014		38.58
Hosted VoIP Seat - Premium	5	2/1/2014-2/28/2014		140.00
Hosted VoIP - Hunt Group	5	2/1/2014-2/28/2014		24.75
Hosted VoIP Seat - Voicemail Only	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Seat - Basic	5	2/1/2014-2/28/2014		95.00
Hosted VoIP Anywhere	5	2/1/2014-2/28/2014		109.75
Hosted VoIP Seat - Standard	5	2/1/2014-2/28/2014		125.00
Hosted VoIP Auto Attendant	5	2/1/2014-2/28/2014		74.75
Hosted VoIP Seat - Premium Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP - Hunt Group Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Basic Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Anywhere Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Seat - Standard Install	5	1/16/2014-1/31/2014	295.00	
Hosted VoIP Auto Attendant Install	5	1/16/2014-1/31/2014	50.00	
Hosted VoIP Voicemail for Hunt Group	5	1/16/2014-1/31/2014		15.35
Hosted VoIP Receptionist PC Console	5	1/16/2014-1/31/2014		126.45

Related Services (continued)

FEB HVDS NGMP UAT 150014254

Voice Over IP

214 N Linn St, Iowa City, IA 52245

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Hosted VoIP Voicemail for Hunt Group	5	2/1/2014-2/28/2014		29.75
Hosted VoIP Receptionist PC Console	5	2/1/2014-2/28/2014		245.00
Hosted VoIP Mobile Softphone Install	5	1/16/2014-1/31/2014	149.75	
Hosted VoIP Desktop Softphone Install	5	1/16/2014-1/31/2014	249.75	
Subtotal			\$1,434.50	\$1,324.71

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ce Detail - Paper Invoice Fee

FEB HVDS NGMP UAT 150014254

Paper Invoice Fee

Description	Qty	Period	Nonrecurring Charges	Monthly Charges
Paper Invoice Fee	1	2/1/2014-2/28/2014		\$15.00
Subtotal			\$0.00	\$15.00

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