WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed with CenturyLink Communications (“CenturyLink”) for the purchase of maintenance service for the County’s 911 System, a copy of which is attached hereto; and,

WHEREAS, the proposed agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves the maintenance agreement with CenturyLink, a copy of which is attached hereto, and any other related documents, the same being approved by the Board.

BE IT FURTHER RESOLVED the Chairman of this Board together with the County Clerk are hereby authorized to execute on behalf of this Board, the maintenance agreement with CenturyLink, a copy of which is attached hereto, and any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 16th day of October, 2018.

ATTEST:

Chairman, Sarpy County Board

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: CenturyLink Agreement

On October 16, 2018, the County Board will be asked to approve the annual maintenance agreement with CenturyLink for the 911 phone system for $38,036.35. Please contact me with any questions at bgarber@sarpy.com.

October 10, 2018

Beth Garber

cc: Dan Hoins
Scott Bovick
Brian Hanson
Deb Houghtaling
Bill Muldoon
**Customer:** Sarpy County 911 Center  
**Quote #:** SFA-55549253  
**Project Name:** Centurion Maintenance  
**Created On:** 7/26/2018  
**Expiration Date:** 9/25/2018  
**Account Manager:** Jon Osborne  
**Sales Engineer:** Steve Deloach  

<table>
<thead>
<tr>
<th>Catalog Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price</th>
<th>Contract Term (Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>950999/SUB1-BU</td>
<td>Software Sub Service - 1 Year/Position – Back Up Position</td>
<td>$176.47</td>
<td>1</td>
<td>$176.47</td>
<td>12</td>
</tr>
<tr>
<td>950999/SUB1</td>
<td>Software Subscription Service - 1 Year/Position Year 1</td>
<td>$1,764.71</td>
<td>9</td>
<td>$15,882.35</td>
<td>12</td>
</tr>
<tr>
<td>950999/PRO1</td>
<td>Software Protection and Remote Technical Support - 1 Year/Position Year 1</td>
<td>$705.88</td>
<td>9</td>
<td>$6,352.94</td>
<td>12</td>
</tr>
<tr>
<td>950999/PRO1-P</td>
<td>Software Protection and Remote Technical Support - 1 Year/Position Backup</td>
<td>$70.59</td>
<td>1</td>
<td>$70.59</td>
<td>12</td>
</tr>
<tr>
<td>CCC-PRM-ONS-POSITRON-WARR-SUPPORT</td>
<td>CenturyLink Onsite Support</td>
<td>$15,554.00</td>
<td>1</td>
<td>$15,554.00</td>
<td>12</td>
</tr>
</tbody>
</table>

**Support Services Total** $38,036.35  
**Grand Total Price to Customer** $38,036.35

---

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

**Customer Representative:** Donald R. Kelly  
**Customer Signature:** 

---

**Job Title:** Sarpy County Clerk Board Chairman  
**Date:** 10/16/18  

**CenturyLink Representative:** Jon L. Osborne  
**CenturyLink Signature:**

---

CONFIDENTIAL
PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/Maintenance Agreement

This Public Safety Product Sales/Installation/Maintenance Agreement is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC and Sarpy County 911 Center (“Customer”), a public entity organized under the laws of the State of Nebraska, and is effective on the date signed by the parties below ("Effective Date.") CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before October 26, 2018. Customer’s current address, facsimile number, and person designated for notices are: Kimberly Kuszak Telephone Systems and Technology Manager Sarpy County Emergency Communications Tel: 402.593.2317 Fax: 402.593.2319 kkuszak@sarpy.com.

1. Products and Services Supplied under this Agreement.

1.1 Product Sales. CenturyLink will provide and Customer will purchase the hardware and/or software (“Product”) specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety emergency communications services.

1.2 Installation. CenturyLink will install Product(s) specified in Attachment 1 under the Installation Terms and Conditions described in Attachment 2 to this Agreement.

1.3 Maintenance.

(a) Onsite Maintenance. CenturyLink will provide onsite maintenance services for the Product(s) in Attachment 1 under the CenturyLink Central On-Site Maintenance Terms and Conditions in Attachment 3 to this Agreement.

(b) Vendor-provided Remote Maintenance. CenturyLink will charge Customer for any vendor-provided supplemental remote maintenance included as part of this Agreement. Supplemental maintenance provided by vendors will be under vendor’s terms and conditions. Supplemental maintenance terms and conditions for the following vendors are at the websites below, or any successor websites designated by the vendors:

- Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at http://www.cisco.com/c/en/us/about/legal/service-descriptions.html
- West (formerly Intrado) terms and conditions are available at https://www.west.com/legal-privacy/terms/#call-handling

2. Sales Price and Payment Terms.

2.1 CenturyLink's prices for Product(s) and installation appear in Attachment 1 to this Agreement. CenturyLink's prices for maintenance appear in Attachment 4 to this Agreement. All charges are due within 30 days of the invoice date and in accordance with the Payment Summary on Attachment 4 to this Agreement. Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

2.2 Late Payment Charge. CenturyLink will apply a service charge of 1½% per month on any unpaid balance not received by CenturyLink within 30 days of the invoice date.

3. Taxes and Fees. Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by CenturyLink. If Customer is exempt from any tax, it must provide CenturyLink with an appropriately completed and valid tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any tax payment for usage before Customer’s submission of valid evidence of exemption.


4.1 Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between CenturyLink and Customer.

4.2 Customer agrees to grant reasonable right of entry to CenturyLink’s representatives to deliver the Product(s) or perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.

4.3 Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency Numbering Association (“NENA”) recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at www.nena.org.

4.4 Product(s) delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.

5. Title, Invoicing and Security Interest. Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a)
grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.

6. **Health and Safety Compliance.** CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. Customer understands and agrees this Agreement does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Agreement.

7. **Customer Acceptance.** CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

8. ** Adds; Changes.** Any changes to a Product order or installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

9. ** Right to Subcontract.** It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

10. **Confidentiality.**

10.1 Except to the extent required by an open records act or similar law, neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink’s consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that CenturyLink transmits, receives, accesses or stores such information through its use of CenturyLink’s Services.

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

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

12. **Limitation of Liability.**

12.1 OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.
PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT

AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.

12.2 CENTURYLINK WILL IN NO EVENT BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF THIS AGREEMENT. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM.

12.3 Personal Injury; Death; Property Damage. 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.

13. Disclaimer of Warranties. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY. CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

14. Software License. One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Agreement by reference.

15. Default by Customer. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, CenturyLink will have the right, after written notice, to cease performance hereunder. This remedy will be in addition to any other remedies, including termination, available to CenturyLink in law or equity. CenturyLink will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

Governing Law; Dispute Resolution.

16. Governing Law; Forum. Nebraska state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Nebraska to collect undisputed amounts billed.

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

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

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

18. General. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller
discounts under any laws. Customer's use of Service must comply with all applicable laws. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between Customer and CenturyLink and supersedes all prior oral or written agreements or understandings relating to this subject matter.

CenturyLink and Customer execute and authorize this Agreement as of the last date shown below. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

Sarpy County 911 Center

Donald R. Kelly

Sarpy County Board Chairman

Authorized Signature

Name Typed or Printed

Donald R. Kelly

Sarpy County Board Chairman

Date

10/16/18

CenturyLink Communications, LLC

Stephen Arneson

Name Typed or Printed

Director - Offer Management

Date

10/14/2018

Approved as to Form:

Deputy County Attorney

N965029 Page 4 CONFIDENTIAL © CenturyLink. All Rights Reserved. v. 051818
### Product Pricing

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Part No.</th>
<th>Price/Each</th>
<th>Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE QUOTE SFA-55549253</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Price for Product(s)**: SEE QUOTE SFA-55549253

### Installation Pricing
Customer will pay the following total installation charge for the Product(s) listed above: $SEE QUOTE SFA-55549253

### CenturyLink Quote
CenturyLink may provide Customer with Product pricing and any related charges via a CenturyLink issued quote (see CenturyLink Quote No. ), which is incorporated into the Agreement by this reference.
PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 2

CONFIDENTIAL INFORMATION

INSTALLATION TERMS AND CONDITIONS

1. CenturyLink’s Responsibilities. CenturyLink will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer’s specifications.

2. Time and Materials Charges. Additional time and materials charges are applicable under the following circumstances:

2.1 Any modifications to building’s electrical system required to install listed Product(s) that are not properly performed or provided by Customer;

2.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or

2.3 Customer requests that CenturyLink connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.

3. Target Dates.

3.1 Installation begin date: (estimated) September 25, 2018

3.2 Installation complete date: (estimated) October 25, 2018

Customer ___________________________ CenturyLink ___________________________
(Initials) (Initials)
CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS

1. **General; Definitions.** Capitalized terms not defined herein are defined in the Agreement.

“Best Effort Network” means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

“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.

“Center” means the CenturyLink Customer Service Center.

“Covered Hours” means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.

“Covered Product” means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink’s standard portfolio for which CenturyLink will provide maintenance coverage as described herein.

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

“End of Life” or “EOL” means equipment or software that is no longer available or supported by the manufacturer or producer.

“End of Sale” or “EOS” means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.

“Engagement” means when the Center confirms with Customer entitlement to support and technician assignment.

“Field Replaceable Unit” means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

“Lease” means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.

“Local Time” means the time zone in which Covered Product is located.

“Maintenance Release” means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

“MD” means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

“Non-Standard Products” means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.

“Response” means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.

“Service” means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer’s specifications.

“System Integrity” means: (a) CenturyLink is the Customer’s channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.

“Zip to Zone Guide” means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.

2. **Service and Scope.** CenturyLink will provide maintenance on the Product(s) listed in Appendix 1 (the “Covered Products.”)

3. **Term of Centurion On-Site Maintenance Service.**

3.1 CenturyLink will provide Centurion On-Site maintenance service for 1 Year (12) months (the “Service Term”) beginning upon Customer Acceptance of Product(s).

4. **System Integrity.** To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.
5. **Service Warranty.** CenturyLink warrants that Service will be: (a) provided in a professional manner in accordance with CenturyLink’s standard procedures, (b) performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services.

6. **CenturyLink Responsibilities.** CenturyLink will perform the following tasks:
   - Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays
   - Perform trouble isolation during Covered Hours
   - If CenturyLink and Customer determine an on-site Response is required, CenturyLink will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours
   - CenturyLink will make a reasonable effort to arrive at Customer’s site with all required replacement parts

7. **Customer Responsibilities.** Customer will perform the following tasks:
   - Provide information to assist CenturyLink in determining Service entitlement
   - Provide serial numbers and specific location of the Covered Product
   - Assist CenturyLink in accessing the Covered Product remotely either by modem or Internet
   - Provide 30-day notice to CenturyLink of any changes to the Covered Product
   - Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink
   - Perform due diligence to protect the Covered Product from abuse and misuse
   - Comply with all manufacturer environmental requirements

8. **Trouble Reports.** Customer will report problems with the Covered Product to CenturyLink. CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined in this section.

8.1 **Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer’s staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of priority one events are:
   - Total network element outage
   - Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
   - Total loss of the ability of the system to provide any required critical major alarms

8.2 **Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of priority two events are:
   - A reduction in capacity or traffic handling capability such that expected loads cannot be handled
   - Failure resulting in dynamic routing, switching capability or transport loss
   - System restarts, whether or not the system has recovered or not, and where root cause has not been defined

8.3 **Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of priority three events are:
   - Traffic impacting system restarts
   - Disruption of billing or accounting capability

8.4 **Priority Level 4 – Customer Inquiry:** These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.

9. **Preventative Maintenance Option.** Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. CenturyLink will provide preventative maintenance information and or guidelines per manufacturer requirements.

10. **Service Level Objective (SLO).** CenturyLink will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.

11. **Remote Access Device.** As part of the Service, CenturyLink may install a Remote Access Device (“RAD”) at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged $500, unless otherwise agreed to by CenturyLink and Customer.
12. **Problem Isolation Billing; Service Exclusions.** In the event CenturyLink spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:

- CPE hardware not listed on 0 1
- CPE software not listed on Attachment 1 unless embedded in the Covered Product
- Products missing serial numbers or other identification required by the manufacturer.
- Problems caused by integration with non-CenturyLink provided hardware or software
- Problems associated with Operating Systems not provided by CenturyLink
- Product failure due to manufacturer excluded causes such as accident, abuse or misuse
- Product failure due to non-compliance of electrical or environmental requirements
- Product usage not in accordance to manufacturer specification
- Failure of Customer to follow proper operating procedures
- Servicing not authorized by CenturyLink
- Upgrades of software

13. **MD, EOS and EOL Products.** CenturyLink will make an annual review of Customer’s Covered Product to identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.

14. **Non-Standard Products.** CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer’s Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.

15. **Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.

16. **Voice over Internet Protocol (VoIP) Quality Exclusion.** CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Agreement. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.

17. **Termination.** If, prior to the conclusion of the Service Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Service Term.

18. **Lease Option.** Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor’s refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.
PAYMENT SUMMARY

1. PRODUCTS.

1.1 Product and Installation Pricing Summary.

<table>
<thead>
<tr>
<th>Description</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product</td>
<td>SEE QUOTE SFA-55549253</td>
</tr>
<tr>
<td>Installation</td>
<td>SEE QUOTESFA-55549253</td>
</tr>
<tr>
<td>Total for Product and Installation</td>
<td>SEE QUOTE SFA-55549253</td>
</tr>
</tbody>
</table>

1.2 Product Payment Schedule. CenturyLink will invoice Customer for Products under one of the following options:

CenturyLink will invoice Customer for the total amount of Products upon Customer acceptance:

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage of Total Payment Due</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Acceptance</td>
<td>100 %</td>
<td>SEE QUOTE SFA-55549253</td>
</tr>
</tbody>
</table>

2. MAINTENANCE.

2.1 Term. The Service Term for CenturyLink Centurion maintenance service is shown below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Service Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>One Year</td>
</tr>
</tbody>
</table>

2.2 Maintenance Payment Schedule. Customer will pay the following maintenance charges in accordance with the following payment schedule.

<table>
<thead>
<tr>
<th>Description</th>
<th>Charges</th>
<th>Billing Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term Maintenance</td>
<td>SEE QUOTE SFA-55549253</td>
<td>100% Billed upon Acceptance</td>
</tr>
</tbody>
</table>

3. SOFTWARE AND HARDWARE SUPPORT.

3.1 Customer will pay the following software upgrade program charges and vendor-provided supplemental remote maintenance in accordance with the following billing schedule.

<table>
<thead>
<tr>
<th>Term</th>
<th>Charges</th>
<th>Billing Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>SEE QUOTE SFA-55549253</td>
<td>100% Billed upon Acceptance</td>
</tr>
</tbody>
</table>

*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

Customer ____________________________ CenturyLink ____________________________
(Initials) (Initials)