

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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

For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

1. **TERM.** This Agreement will be for a term of 36 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service is defined in the applicable attachment.
2. **PRODUCTS AND SERVICES ATTACHMENTS.**
  - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.  
**Attachment A:** CenturyLink Nontariffed Business Products and Services
  - 2.2 **Terms and Conditions.** CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachment.
  - 2.3 **Purchase Orders.** If expressly permitted under the applicable Attachment, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
  - 2.4 **Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
3. **RATES AND CHARGES.** Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
4. **UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
5. **QUALIFICATIONS AND CONDITIONS.**
  - 5.1 **Qualifications.** To receive pricing under this Agreement, Customer must meet the following Qualifications on the Effective Date. If Customer does not meet these Qualifications, CenturyLink may terminate this Agreement.
    - A. Customer must have a billing address of PO Box 7800 Admin Bldg Rm 411, Tavares, FL 32778.
  - 5.2 **Conditions.** During each billing month of the Agreement Term, Customer must meet the following Conditions to receive all benefits under this Agreement. If Customer does not meet any one of these Conditions, CenturyLink may adjust Customer's Services Charges or terminate this Agreement.
    - A. Customer must have a billing address of PO Box 7800 Admin Bldg Rm 411, Tavares,

**CenturyLink Custom Cover Agreement**

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
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Tavares, FL 32778

FL 32778.

- 6. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before January 5, 2015; and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

**CENTURYLINK SALES SOLUTIONS, INC.**

**LAKE COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Address for Notice:  
Sales Administration  
665 Lexington Avenue  
Mailstop: OHMANB0107  
Mansfield, OH 44907

Passed and Adopted this \_\_\_ day of \_\_\_\_\_ 2014

BOARD OF COUNTY COMMISSIONERS LAKE  
COUNTY, FLORIDA

Jimmy Conner, Chairman  
This \_\_\_ day of \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County  
Commissioners of Lake  
County, Florida

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

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Approved as to Legal Form CenturyLink Law Dept.
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MC—December 5, 2014
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### ATTACHMENT A

#### CENTURYLINK NONTARIFFED BUSINESS PRODUCTS AND SERVICES

1. **PRODUCTS AND SERVICES.** CenturyLink will provide to Customer the Products and Services listed in the tables below (each, a "Price Table"). Services are purchased for the specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.
2. **TERMS AND CONDITIONS.** CenturyLink provides the Products and Services listed in this Attachment under the *Standard Terms and Conditions for Communications Services* on Exhibit 1 and the *Local Government Customer Annex* on Exhibit 2, each incorporated into the Agreement by this reference, and relevant Product or Service-specific terms and conditions listed below.
3. **PRICE TABLES FOR CENTURION MAINTENANCE SERVICES.**

Customer Billing Address	Service/Installation Address	Type of Service	Order Term	Annual Charge
PO Box 7800, Admin Bldg Rm 411 Tavares, FL 32778		CenturyLink Centurion Maintenance - Extended Plan (the covered Equipment detail is attached as Exhibit 4 to Attachment A)	36 Months	\$ 108,777.41

- A. In addition to the *Standard Terms and Conditions for Communications Services* and *Local Government Customer Annex*, CenturyLink provides Centurion Maintenance under the Centurion Maintenance Annex, on Exhibit 3 to this Attachment, attached and incorporated into the Agreement.
- 4.1 **Rates.** CenturyLink will invoice Customer annually in advance the Annual Charge shown above for CenturyLink Centurion Maintenance on the Covered Equipment listed on Exhibit 4 to this Attachment, attached and incorporated into the Agreement.
- 4.2 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, surcharges or Billable Items that CenturyLink may bill Customer.

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Tavares, FL 32778

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## EXHIBIT 1 to ATTACHMENT A

### STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES ("STANDARD TERMS AND CONDITIONS")

#### 1. GENERAL.

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

#### 2. TERM.

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

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Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

### 3. CHARGES.

- 3.1 CenturyLink Charges.** Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.
- 3.2 Fixed Rates and Percentage Discounts.** Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**
- 3.3 Rate Adjustments.** CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.
- 3.4 Taxes.**
- A. Taxes Not Included.** CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- B. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.
- C. Exclusions.** Customer will not be responsible for payment of:
- (1) CenturyLink's direct income taxes and employment taxes; and
  - (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

### 4. BILLING AND PAYMENT.

- 4.1 Invoicing.**
- A. Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:
- the date the Products or Services are installed and made available; or
  - the first day of the first bill cycle after the Effective Date.
- B. Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.

## CenturyLink Custom Cover Agreement

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Tavares, FL 32778

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- C. Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.
- D. Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.
- 4.2 Payment and Late Charges.** Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.
- 4.3 Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.
- 5. CREDIT APPROVAL.** CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.
- 6. ORDERS.**
- 6.1 Application.** The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.
- 6.2 Cancellation.** CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.
- 7. WARRANTIES.** THE SERVICES AND PRODUCTS PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY

## CenturyLink Custom Cover Agreement

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Tavares, FL 32778

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SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

### 8. EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.

**8.1 Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.

**8.2 Calls via Customer's Equipment or Software.** Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.

#### 8.3 Software License.

**A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

**B. Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.

**8.4 Title to Software or Equipment.** CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.

**8.5 Network Management.** CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.

**9. USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

### 10. CUSTOMER RESPONSIBILITIES.



## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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- 10.1 Installation.** Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.
- 10.2 Use of Products and Services.**
- A. Acceptable Use Policy ("AUP").** If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <http://www.centurylink.com/Pages/AboutUs/Legal>, as reasonably amended from time to time.
  - B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
  - C. Reseller.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.
  - D. Security.** CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.
- 11. CONFIDENTIALITY AND PRIVACY.**
- 11.1 Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order

## CenturyLink Custom Cover Agreement

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Tavares, FL 32778

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and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

- 11.2 Clarification of HIPAA Status.** By providing Services, CenturyLink does not require or intend to access Customer data, including any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Services and is not meant for the purpose of managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii) and CenturyLink and Customer represent that CenturyLink is not a "Business Associate" or "covered entity" under the HIPAA Rules for the purposes of this Agreement. Notwithstanding the foregoing, CenturyLink will use commercially reasonable efforts to assist Customer in its own compliance obligations related to the HIPAA Rules.
- 11.3 Privacy.** CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.
- 12. LIMITATIONS OF LIABILITY.**
- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 12.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.
- 12.4 Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.
- 13. INDEMNIFICATION.**
- 13.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 Customer Indemnification.** Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
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Tavares, FL 32778

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- A.** Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
- B.** Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- C.** CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;
- D.** Customer's breach of software licensing requirements; and
- E.** Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.
- 13.3 CenturyLink Indemnification.** CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:
- A.** procure the right for Customer to continue using the Services;
- B.** replace or modify the Services with comparable Services; or
- C.** terminate the Services.
- 13.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- 13.5 Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.
- 14. TERMINATION.**
- 14.1 CenturyLink Right to Terminate.**
- A.** CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
- (1)** Customer fails to cure its default of the payment terms in the Agreement;
- (2)** If Customer has vacated the premises to which Services are furnished;
- (3)** Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
- (4)** Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
- (5)** Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
- (6)** Customer resells Products or Services as prohibited by these Standard Terms and Conditions.

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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- B.** If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.
- 14.2 Customer Right to Terminate.**
- A. Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.
- B. Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.
- 14.3 Early Termination Liability.**
- A. Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:
- (1) General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
- (2) Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.
- B. Waiver of Early Termination Liability.** With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases another Service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.
- 14.4 Disconnect Notice.** CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30<sup>th</sup> day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.
- 15. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.
- 16. DEFINITIONS.**
- 16.1** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2** "Effective Date" is the date the last party signs the Agreement.
- 16.3** "Local Terms of Service" means the CenturyLink state-specific Guidebooks, Price Lists, Local Terms of Service or other deregulated terms and conditions under which CenturyLink provides detariffed incumbent local exchange carrier Services in certain states.

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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- 16.4** "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.
- 16.5** "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.
- 16.6** "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.
- 16.7** "Schedules" and "Rates and Services Schedules" ("RSS") can be used interchangeably and are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- 16.8** "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.
- 16.9** "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.
- 17. MISCELLANEOUS.**
- 17.1 Independent Contractor.** CenturyLink provides the Products and Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 17.2 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.3 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 17.4 Governing Law; Dispute Resolution.**
- A. Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.
- B. Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to the Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.
- C. Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity.
- D. Arbitration if Jury-Trial Waiver Unenforceable.** If for any reason the jury waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, *et. seq.* The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. If the parties cannot reach agreement on the selection of an arbitrator, either party may

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party's claims to permit the other party to understand the claims and identify witnesses and relevant documents. The arbitrator will not be empowered to award, nor will any party be entitled to receive, any damages or awards that are barred by the "Limitation of Liability" Section of the Agreement. The arbitrator's decision must follow the plain meaning of this Agreement and will be final, binding, and enforceable in a court of competent jurisdiction.

- 17.5 Compliance with Laws.** Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.
- 17.6 Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.
- 17.7 Amendments and Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.
- 17.8 Notice.** Notices required under the Agreement must be submitted in writing to the party's address for notice listed in the Agreement or Order and, in the case of a dispute, notices must also be sent to:  
**CenturyLink**  
**Attn: Senior Assistant General Counsel, Commercial Law**  
5454 W. 110<sup>th</sup> Street  
Overland Park KS 66211
- 17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.
- 17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.
- 17.13 Changes to Tariff, Local Terms of Service, or AUP.** CenturyLink may amend, change, or withdraw the Tariff, Local Terms of Service, or AUP, with such updated Tariff, Local Terms of Service, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements. If a modification to a Tariff, Local Terms of Service, or AUP (A) materially and adversely affects Customer's legitimate use of a Service; and (B) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days' written notice without liability for early termination charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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### EXHIBIT 2 to ATTACHMENT A

#### CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html).

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
  - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
  - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
  - 3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.
  - 3.4. **Limitations.**
    - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
    - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State's conflict of laws principles.

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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### EXHIBIT 3 to ATTACHMENT A

#### CENTURYLINK® CENTURION™ MAINTENANCE SERVICE ANNEX

This CenturyLink Centurion Maintenance Service Annex, together with the applicable cover agreement and the equipment list, (collectively, the “Agreement”), will govern CenturyLink’s provision and Customer’s use of CenturyLink’s equipment maintenance services. The Standard Terms and Conditions for Communications Services will also apply to the extent incorporated by the applicable cover agreement. Customer’s purchase and use of Cisco SMARTnet Services is governed under the Cisco Service and Support Solutions terms and conditions available at [http://www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/index.html](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html) and not by the terms and conditions of this Centurion Maintenance Service Annex.

#### 7. DEFINITIONS.

- 7.1. Business Hours** mean 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding CenturyLink-observed holidays.
- 7.2. Covered Hours for Repairs.**
- A.** For the Standard Plan, “Covered Hours” means Business Hours.
  - B.** For the Extended Plan and Best Value Plan, “Covered Hours” means 24 hours a day, 365 days a year. The Best Value Plan is not available for all Equipment and must be purchased in connection with the separate purchase and installation of new Equipment from CenturyLink.
- 7.3. End of Life (“EOL”)** means, among other possible EOL causes, that the Equipment or Software has been discontinued by the original equipment manufacturer or that CenturyLink is unable to obtain spare parts, any kind of manufacturing, design, engineering, or technical support in the ordinary course of business from the original equipment manufacturer, any inherent Equipment or Software design defects will remain unresolved, no further Software patches or firmware updates are available, or replacement Software media is discontinued.
- 7.4. Equipment** refers to CenturyLink-serviced hardware and software to be covered by this Agreement as identified in the Equipment List attached to this Agreement, excluding any items identified by CenturyLink as “Vendor Serviced Equipment.”
- Voice Equipment** includes traditional TDM-based equipment, the voice components of converged voice and data solutions, voice mail systems, and call center / call distribution applications. If the Agreement specifies “switch only,” Voice Equipment will only include devices within Customer’s designated equipment room and will exclude devices and wiring from the surface jack to the desktop.
- C. Data Equipment** includes all equipment not classified as Voice Equipment, including but not limited to switches, hubs, routers, CSU/DSUs, and the data components of converged voice and data solutions.
- 7.5. Maintenance Release** means an incremental release of Software that provides maintenance fixes and may provide additional Software features.
- 7.6. Major Release** means a release of Software that provides additional Software features and/or functions, commonly referred to as upgrades.
- 7.7. Major Outage** means a malfunction consisting of one or more of the following conditions:



## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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For all equipment:

- Complete failure of the system or network, meaning no incoming or outgoing communications or connectivity to or from Customer's premise;
- No internal communications or functionality within the system;
- Severe loss of network operation or severely impaired network performance for a sustained period of time;

For Voice Equipment:

- Inoperative attendant console;
- Inoperative applications server, such as a voice messaging system or automatic call distribution (ACD) system;
- 20% of all telephones out of service; or
- 20% of all trunk circuits out of service.

For Data Equipment:

- 20% of LAN ports out of service; or
- 20% of all network connectivity out of service.

- 7.8. Manufacturer Discontinued** ("MD") means that the Equipment or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Equipment designated as MD is no 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.
- 7.9. Minor Outage** means any malfunction other than a Major Outage.
- 7.10. Remote Work** means activities performed without a CenturyLink employee or CenturyLink contractor on Customer's site.
- 7.11. Response Time** means the time interval between when a trouble call is made to CenturyLink's National Business Operations Center (by the designated Customer personnel or by an automatic notification system) and the time CenturyLink service personnel begin analyzing the system in search of the cause of the trouble (remotely or on-site).
- 7.12. Service** means the services provided by CenturyLink to Customer under this Agreement.
- 7.13. Software** means the machine-readable object code software programs licensed or sublicensed to Customer by CenturyLink under separate agreements for use with CenturyLink-provided equipment.
- 7.14. Vendor Serviced Equipment** means devices identified accordingly by CenturyLink on the Equipment List that are serviced directly by the Equipment manufacturer or other manufacturer-approved third party and that is subject to limited coverage from CenturyLink under this Agreement.

## 8. TERM.

- 8.1.** The Term for Services will have the duration ("Order Term") specified in the applicable cover agreement or in a subsequent Order. The Term for Services will commence on the last of:
- A.** the date that the Equipment is installed and deemed accepted;
  - B.** the date the Equipment warranty period (if applicable) expires; or
  - C.** the date this Agreement is signed by Customer and accepted by CenturyLink.
- 8.2.** For Equipment identified as End of Life by CenturyLink, Customer may not extend the Term under any circumstances.

## 9. SCOPE OF SERVICE.

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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

**A. All Equipment:**

- (1) Two-hour Response Time, remote or on-site, for Major Outages reported during Covered Hours.
- (2) Next-business-day Response Time, remote or on-site, for Major Outages reported outside Covered Hours and for all Minor Outages if both the call and determination that service is required has been made before 4:00 p.m. local time the prior day.
- (3) Parts, labor, and material required to maintain Equipment in compliance with manufacturer's service specifications. CenturyLink will support all active software provided by the Equipment manufacturer. Replacement parts will be, at CenturyLink's sole discretion, either new or of like-new quality. If Customer purchases an option for enhanced delivery for replacement parts, CenturyLink will supply the parts according to manufacturer guidelines regarding availability in that geographical area.
- (4) Installation and configuration of all mandatory manufacturer-supplied, manufacturer-supported Maintenance Releases associated with the Equipment to correct a reported outage or service issue.
- (5) Equipment configuration and troubleshooting support by telephone, facsimile, or electronic mail.
- (6) Work-around solutions to reported Software problems.
- (7) If, in responding to a Major or Minor Outage, CenturyLink identifies a malfunction in Vendor Serviced Equipment, CenturyLink will promptly pass the service issue to the Equipment manufacturer or other manufacturer-approved third party for resolution.
- (8) Optional Services, as identified by a separate pricing entry in the Agreement:
  - (a) **Software Release Subscription Services.** If Customer has purchased a manufacturer software release subscription service and provided CenturyLink with access to the software, at Customer's request CenturyLink will install software upgrades. Customer will be responsible for additional hardware required and labor will be billed at the then-current Centurion labor rates.
  - (b) **Major Releases Support.** CenturyLink will provide Tier 1 and 2 remote Software applications support for the Major Release as provided by the manufacturer, exclusive of labor to install the upgrade.
  - (c) **Monitoring Service.** CenturyLink will provide proactive monitoring of Customer equipment as further specified in the *Centurion Monitoring Service Product Annex*.
  - (d) **Lightning Coverage** (where available). CenturyLink will pay Customer's proven insurance deductible associated with either repairing lightning damage to the Equipment or replacing Equipment that is damaged by lightning, not to exceed \$25,000 in any contract year. Lightning Coverage will not apply if:

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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- i. Customer breaches the Agreement and the breach contributes to the damage caused by the lightning; or
- ii. The Equipment or any electrical or other attachments to the Equipment are repaired or attempted to be repaired by anyone other than CenturyLink or its authorized contractors.

### **B. Voice Equipment.**

- (1) CenturyLink provides annually, upon Customer request, one preventive maintenance service and two hours end-user training as follows:
  - (a) For traditional TDM-PBX Voice equipment, preventive maintenance will be provided by CenturyLink onsite.
  - (b) For server-based PBX Voice Equipment, preventive maintenance will be provided by CenturyLink remotely. Customer must provide either a dedicated management link or some other out of band method. CenturyLink will provide on-site service inspections for server-based Voice Equipment as a Billable Service.
  - (c) CenturyLink will provide PBX Voice Equipment end-user training remotely unless otherwise requested.
- (2) Preventive maintenance and training on traditional key systems is available only as a Billable Service.
- (3) Subject to the availability of resources, CenturyLink will allow up to two 15-minute remote assistance calls per month during Business Hours for each 500 stations maintained by CenturyLink, related to the functionality or operation of the Equipment.

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

### **D. EOL and MD Equipment and Software.**

- (1) **Limitation.** CenturyLink is not responsible for any delay or inability to provide Services for Equipment or Software designated as EOL or MD. CenturyLink will make reasonable efforts to repair EOL or MD Equipment or Software. CenturyLink will bill Customer separately for any hardware, replacement parts or software that is not commercially available to support EOL or MD Equipment or Software. CenturyLink will invoice Customer for vendor costs incurred in support of EOL or MD Equipment or Software. CenturyLink is not responsible for any enhancements, additions, changes, modifications or new features that are needed to maintain Customer's EOL or MD Equipment or Software in its existing state.
- (2) **Resolution.** CenturyLink will provide reasonable efforts to resolve EOL or MD Equipment and Software failure issues by utilizing vendor and internal resources. CenturyLink will invoice Customer for all costs incurred to resolve Customer's issues resulting from designated EOL or MD Equipment or Software. If resolution of an issue is not possible or not available under circumstances described in the Agreement or this Annex, Customer acknowledges that a system upgrade or complete replacement (if available) may be required to retain functionality. A system upgrade or replacement is not

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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covered under the Agreement or any order to the Agreement, and will result in additional charges for all labor and materials.

### 9.2. Customer Responsibilities.

#### Reporting.

- (1) Customer will identify each outage report as either a Major or Minor Outage based on the definitions described above.
- (2) Customer will provide reasonable access to the Equipment through the Internet or via modem so that problems may be diagnosed and corrected remotely. This may include providing a dedicated local telephone line or direct network access through a dedicated management link at Customer's expense.
- (3) Customer will give CenturyLink employees and subcontractors full and free access to the Equipment to perform the obligations under this Agreement, subject to Customer's reasonable internal security requirements.
- (4) Customer must provide CenturyLink with accurate information in connection with the Equipment. If Customer discovers any material error or omission in information provided to CenturyLink, Customer must promptly correct the information. CenturyLink reserves the right to either bill Customer for time and materials as Billable Services to fix any problem created by materially inaccurate or omitted information supplied by Customer or its agents, or to terminate this Agreement without liability.

#### E. Software.

- (1) **Software Levels.** Customer will use and maintain a level of Software supported by the manufacturer or as may be required to correct a Customer-reported Software problem. Customer, at its expense, will maintain current licenses or sublicenses for the Software and will comply with all applicable licensing terms and conditions.
- (2) **Backups.** Customer is solely responsible for the comprehensive back up of magnetically or electronically stored data for its Equipment. If required to resolve service issues, Customer agrees to provide to CenturyLink service personnel with its backup copies of Software configurations. CenturyLink can assist Customer in developing a backup schedule and policies for backup media retention and rotation.
- (3) **Antivirus Software.** Customer is responsible for the separate purchase and installation of manufacturer-approved third party anti-virus software and all associated licenses.
- (4) **PC Operating System or Server.** If Customer's Equipment includes a personal computer or server, Customer is responsible for all Maintenance Releases to the operating system of that computer.
- (5) **Administrative Tools.**
  - (a) For Voice Equipment, Customer's use of an administrative tool purchased from CenturyLink and used in strict accordance with manufacturer's specifications to make moves, adds, or changes to PBX software will not result in a termination for cause under this Agreement.

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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- (b) For Data Equipment, Customer's use of an administrative tool purchased from CenturyLink and used in strict accordance with manufacturer's specifications to establish routing tables and other standard operating configurations will not result in a termination for cause under this Agreement.
- (c) If Customer's use of an administrative tool damages any Equipment covered under this Agreement, CenturyLink will bill Customer for the replacement cost or time and materials as Billable Services, or terminate this Agreement without liability.

### F. Physical Premise Requirements.

- (1) Customer will maintain environmental conditions at the site according to the specifications established by the Equipment manufacturer. At a minimum, the premises should be clean, dust-free, and well ventilated with a temperature range of 55 degrees - 90 degrees Fahrenheit and 30% - 50% relative humidity.
- (2) Customer will provide all electric work necessary to support the Equipment, including but not limited to, providing electric current, outlets and ground wire connections to premises, and installation of communication facilities or connections, such as the local telephone extension (or toll free domestic and international access to CenturyLink) adjacent to the Equipment for the use of service personnel.
- (3) Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of such openings and ducts. The floor plan and/or prints will also show the locations and types of equipment installed.
- (4) Unless otherwise agreed to in writing, Customer must obtain any necessary consents, approvals, licenses, and permits for Service of the Equipment on the premises where the Equipment is installed.

### G. EOL and MD Equipment and Software.

- (1) **Acknowledgement.** Customer acknowledges that some Equipment and Software covered under the Agreement have been, or soon will be, declared either MD or EOL by the relevant manufacturer.
- (2) **Required Upgrades.**
  - (a) Customer acknowledges that vendors may develop products and services that do not consider or support EOL or MD Equipment or Software. These vendors may sell or mandate equipment or software upgrades to supported system which could cause service problems for EOL or MD Equipment or Software residing on Customer's network. In these cases, vendors will support neither the EOL or MD Equipment or Software nor provide patches to correct issues resulting from these additions or changes.
  - (b) Customer agrees to upgrade any EOL or MD Equipment or Software within the timelines required by CenturyLink, in its sole discretion. Customer will pay all additional maintenance charges resulting from or associated with these upgrades, or any other upgrades required by CenturyLink or any vendor. These charges may include, but are not limited to, service charges and installation charges. CenturyLink, in its

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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sole discretion, may terminate the Agreement if Customer fails to make required upgrades by the CenturyLink-required deadlines.

### 9.3. Billable Services.

The following Billable Services may be performed by CenturyLink for an additional charge upon Customer's request:

- (1) Performing Customer-specified moves, adds, and changes to Equipment, including, but not limited to adding or removing accessories, attachments or other devices, or moving or relocating the Equipment (with all purchases under this section subject to the *Equipment Sales Product Annex*);
- (2) Troubleshooting Software or hardware issues caused by products, provided by parties other than CenturyLink, that are attached to or otherwise integrated into the Equipment and are not otherwise covered by this Agreement, including resolving voice over data issues resulting from variation of network traffic patterns following initial installation or the addition of non-CenturyLink approved voice over data design equipment by Customer to its network;
- (3) Performing Customer-requested Software changes such as scripting or other customized application development;
- (4) Installing any hardware upgrade or Software Major Release, including any hardware upgrade required to run upgraded Software;
- (5) Repairing or replacing parts or materials associated with Equipment and consumed in the ordinary course of business;
- (6) Repairing or replacing parts, materials, or software lost, stolen, or damaged through circumstances outside CenturyLink's control, including but not limited to accident, negligence, abuse, misuse, and failure of electrical power, air conditioning or humidity control, riot or other civil disturbance, strike or other labor trouble, sabotage, fire, flood, lightning or electrical storms, or other act of God, Customer or persons other than CenturyLink or its authorized contractors;
- (7) Dispatches to Customer's site for incomplete service calls through no fault of CenturyLink including, but not limited to, Customer's failure to provide access to the CenturyLink representative. Customer will be charged a Service Charge plus one hour of labor at CenturyLink's then-current Centurion labor rates;
- (8) Performing other maintenance except as provided in this Agreement; or
- (9) Changes to the configuration of the covered Equipment that provide new functionality, usability or appearance to the Equipment.

**H.** The following rate elements may apply to Billable Services:

- (1) Billable Services will be billed at CenturyLink's then-current labor rates;
- (2) Overtime Rate. Calls performed outside of business hours will be billed at CenturyLink's then-current overtime labor rates;
- (3) Service Charge. A service charge to cover CenturyLink's travel time will be applied to each Billable Service call. The charge will be at CenturyLink's then-current Centurion service charge rates;
- (4) Expedite Fees. An expedite fee will be applied whenever Customer requests that CenturyLink expedite Billable Services beyond normal response times. The charge will be at the then-current Centurion Expedite Fee Rates;

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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

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

### **11. LIMITATIONS.**

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

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

**11.3. Vendor Serviced Equipment.** CenturyLink's responsibilities for Vendor Serviced Equipment are limited to the identification of the service issue and transfer of the issue to the manufacturer or other third party approved by the manufacturer for resolution. CenturyLink has fulfilled its obligations with respect to Vendor Serviced Equipment once the service issue has been transferred. Resolution of a service issues in Vendor Serviced Equipment are governed by the terms and conditions of the applicable vendor support program.

#### **11.4. EOL and MD Equipment and Software.**

**A.** In addition to the limitation of liability provisions in the Agreement, CenturyLink will not be liable for any liabilities or damages, including any consequential damages, caused by or resulting from Customer's use of EOL or MD Equipment or Software after Customer fails to replace the EOL or MD Equipment or Software, Customer's failure to upgrade the EOL or MD Equipment or Software, or Customer's failure to follow any procedures or requirements set forth in the Agreement and this Annex related to EOL or MD Equipment or Software.

**B.** In addition to the indemnification provisions in the Agreement, Customer will indemnify and defend CenturyLink, its directors, officers, employees, agents, and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising from any personal injury, death, or any other damages that are alleged to be related to, in whole or in part, any EOL or MD Equipment or Software, or Customer's failure, for any reason, to upgrade the EOL or MD Equipment or Software or follow any procedures or requirements set forth in the Agreement and this Annex.

### **12. MONITORING EQUIPMENT.**

## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778

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- 12.1. Purpose.** Customer acknowledges that CenturyLink, at its sole discretion, may install a data collection device at Customer's location to be used only to support remote diagnostic services and delivery of the Services. This monitoring equipment may be either CenturyLink or Customer property depending on the nature of the Equipment.
- 12.2. CenturyLink-Owned.** This monitoring equipment will remain the property of CenturyLink. At the expiration or termination of this Agreement, CenturyLink will be entitled to enter Customer's premises to remove all CenturyLink monitoring equipment.
- 12.3. Customer-Owned.** CenturyLink provides the monitoring equipment to Customer under the *Standard Terms and Conditions* and the *Equipment Sales Product Annex*. CenturyLink will maintain the monitoring equipment at no additional cost to Customer during the Term. CenturyLink will include the specified charges for monitoring equipment as a line item on Customer's first invoice for Service.
- 13. SUBCONTRACTING.** CenturyLink may, at its option, subcontract Services provided to Customer. Such subcontract will not release CenturyLink from any of its obligations. Non-union employees may be utilized by CenturyLink, subject to applicable bargaining agreements.
- 14. DISASTER RECOVERY.**
- 14.1.** Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically or electronically stored data, and that industry standards dictate the systematic use of products that provide comprehensive backup of data so as to prevent such loss. Accordingly, CenturyLink does not assume any risk of loss of Customer's magnetically or electronically stored data in any way related to or resulting from the Services, products, Equipment, or systems provided by CenturyLink or any handling of magnetically or electronically stored data by CenturyLink. Customer hereby releases CenturyLink from any liability for loss of magnetically or electronically stored data from any and all causes.
- 14.2.** Customer recognizes that industry standards dictate the development of a disaster recovery plan for all mission critical business operations. In the telecommunications industry this includes, but is not limited to, data backup, power backup, power/surge protection, spare system parts, system redundancy, site redundancy, escalation procedures, emergency support agreements with hardware and software vendors, public network based call forwarding to alternate locations, and documented recovery policies and procedures. Customer understands that developing and testing a disaster recovery plan is Customer's responsibility and is not included in this Agreement.
- 15. LIMITED WARRANTY.**
- 15.1.** CenturyLink warrants to Customer that any and all Services provided by CenturyLink under this Agreement will be performed in a good workmanlike manner, and in accordance with recognized industry standards.
- 15.2.** If CenturyLink breaches this warranty and Customer notifies CenturyLink in writing of the breach, CenturyLink's sole obligation and Customer's exclusive remedy will be for CenturyLink to correct the portion of the work that does not conform to the warranty. If CenturyLink is unable to correct the Services, CenturyLink will refund the compensation received by CenturyLink for the non-conforming Services.
- 15.3.** The warranty in Section 9.1 above does not apply if:
- A.** Customer breaches the terms of this Agreement,
  - B.** the non-conformity was caused by Customer's (including Customer's employees, agents or contractors) abuse, misuse, damage, improper operation or use of the Equipment, such as abuse, misuse, damage, misappropriation or use in a manner other than intended, or



## CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
Address: PO BOX 7800 Admin Bldg Rm 41  
Tavares, FL 32778


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- C. the damage is created by any cause not attributable to CenturyLink including without limitation, power irregularities, fire, earthquakes or acts of God or nature. CenturyLink makes no warranty for any Equipment or software that is provided by third parties.
- 15.4. FOR END OF LIFE EQUIPMENT, CENTURYLINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ITS PROVISION OF SERVICE.**
- 16. ASSIGNMENT.** In addition to any other rights under this Agreement, CenturyLink may assign the Agreement at any time, in part or in whole, to its corporate parent, subsidiary, or affiliate under common control.
- 17. TERMINATION.**
- 17.1.** In addition to other rights of the parties to terminate under this Agreement, CenturyLink may terminate this Agreement "for cause" if Customer fails to cure such "cause" within 30 days after receipt of written notice detailing the failure. For purposes of this Annex, the term "for cause" includes, but, is not limited to:
- A.** Customer's improper wiring, failure to maintain proper environmental conditions for the Equipment, and any removal, relocation, repair, additions to, or maintenance of the Equipment by persons other than CenturyLink authorized personnel. But, upon Customer's prior written request, CenturyLink, in its sole discretion, may permit Customer or Customer's designated agent to conduct the activities described in this subsection by providing Customer with written approval.
  - B.** If, in CenturyLink's reasonable determination, Customer is misusing or abusing Services for purposes other than those intended or is using Services for an unlawful or unsafe purpose.
- 17.2.** CenturyLink may terminate this Agreement with 30 days notice if CenturyLink cannot obtain maintenance support from the Equipment manufacturer.

# CenturyLink Custom Cover Agreement


Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
 Address: PO BOX 7800 Admin Bldg Rm 41  
 Tavares, FL 32778

## EXHIBIT 4 to ATTACHMENT A

	<b>CENTURYLINK</b> CenturyLink Centurion Maintenance	Customer Legal Name: Lake County, Florida, a political subdivision of the Customer Billing Name: Lake County, Florida, a political subdivision of the P O BOX 7800 ADMIN BLDG RM 411 TAVARES FL , 32778 Quote-Build #: 14-034010--				
Valid Until <u>January 5, 2015</u>		<b>TERM 1/1/2015</b> <b>Through 12/31/2017</b>				
Contract Term: 36 Months All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Centurion Maintenance Service Annex, both posted to <a href="http://about.centurylink.com/legal/rates_conditions.html">http://about.centurylink.com/legal/rates_conditions.html</a> .						
Part Number	Description	Quantity	Unit	Total	Annual Extended Rate	
					Unit	Total
<b>Leesburg PD</b>						
912801/U	CAMA Interface Module (CIM) Upgrade	6			\$ 236.38	\$ 1,418.28
912814/U	Admin Interface Module (AIM)	3			\$ 123.02	\$ 369.07
912811/U	Application Server Access License Upgrade	6				
912812/U	PBX Access License - Per Position Upgrade	5				
912890/BB	VIPER Media Kit - Prebuilt Building Block	1			\$ 8.79	\$ 8.79
912802/1	VIPER Primary Application Server	1			\$ 517.32	\$ 517.32
912803/1	VIPER Primary VoIP Soft Switch	1			\$ 375.59	\$ 375.59
912822/1	VIPER Secondary Application Server	1			\$ 460.63	\$ 460.63
912823/1	VIPER Secondary VoIP Soft Switch	1			\$ 375.59	\$ 375.59
912819/24	Cisco 3750 24 port switch	2			\$ 488.27	\$ 976.54
913850/S	VIPER Sonic Kit	5			\$ 285.59	\$ 1,427.95
913351/U	XDC Server License Upgrade	1			\$ 131.81	\$ 131.81
913353/U	XDC Client License Upgrade	5			\$ 21.97	\$ 109.84
913100/U	Power 911 Client Access License Upgrade	5			\$ 878.30	\$ 4,391.51
913202/U	Power 911 Server Access License Upgrade	5			\$ 175.31	\$ 876.55
920100/U	Power MIS Server Software License Upgrade	1			\$ 81.46	\$ 81.46
920101/U	Power MIS Concurrent Client Access License Upg	1			\$ 35.42	\$ 35.42
920102/U	Power MIS Data Access License Upgrade	5			\$ 74.43	\$ 372.14
920100/CD	Power MIS Media & Documentation	1			\$ 8.79	\$ 8.79
920200/CD	Regional MIS Media & Documentation	1			\$ 8.79	\$ 8.79
920200/U	Regional MIS Server Software License Upgrade	1			\$ 81.46	\$ 81.46
920201/U	Regional MIS Concurrent Client Access License Upgrad	1			\$ 35.42	\$ 35.42
920202/U	Regional MIS Data Access License Upgrade	1			\$ 74.43	\$ 74.43
914102/BB	IWS Workstation Prebuilt Product Bundle	5			\$ 236.41	\$ 1,182.05
914951	IWS Type B Rack Server Bundle	1			\$ 1,218.19	\$ 1,218.19
914955	Hot Swap Hard Drive for Type B Server	4			\$ 124.30	\$ 497.20
914951	IWS Type B Rack Server Bundle	1			\$ 1,218.19	\$ 1,218.19
914955	Hot Swap Hard Drive for Type B Server	4			\$ 124.30	\$ 497.20
914422	Additional Backup Exec SQL Agent	1			\$ 153.01	\$ 153.01
914952	IWS Type A Rack Server	1			\$ 378.85	\$ 378.85
914957	RocketPort (Quad Port)	1			\$ 51.73	\$ 51.73
914520	IWS External Fax/Modem	2			\$ 22.68	\$ 45.35
914952	IWS Type A Rack Server	1			\$ 378.85	\$ 378.85
914434	Tape Backup	1			\$ 403.94	\$ 403.94
914434/R	Tape Backup, Rack-Mount Kit	1			\$ 92.13	\$ 92.13
950999/PRO1	Software Protection and Remote Technical Support (1	5			\$ 750.00	\$ 3,750.00
					SUBTOTAL	\$ 22,004.07


# CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
 Address: PO BOX 7800 Admin Bldg Rm 41  
 Tavares, FL 32778

	<b>CENTURYLINK</b> CenturyLink Centurion Maintenance	Customer Legal Name: Lake County, Florida, a political subdivision of the Customer Billing Name: Lake County, Florida, a political subdivision of the P O BOX 7800 ADMIN BLDG RM 411 TAVARES FL , 32778 Quote-Build #: 14-034010--				
Valid Until <u>January 5, 2015</u> Contract Term: 36 Months All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Centurion Maintenance Service Annex, both posted to <a href="http://about.centurylink.com/legal/rates_conditions.html">http://about.centurylink.com/legal/rates_conditions.html</a> .		<b>TERM 1/1/2015</b> <b>Through 12/31/2017</b>				
Part Number	Description	Quantity	Unit	Total	Annual Extended Rate	
					Unit	Total
	<b>Lake County SO</b>					
912801/U	CAMA Interface Module (CIM) Upgrade	8			\$ 236.38	\$ 1,891.06
912814/U	Admin Interface Module (AIM)	4			\$ 123.02	\$ 492.09
912811/U	Application Server Access License Upgrade	12				
912812/U	PBX Access License - Per Position Upgrade	10				
912890/BB	VIPER Media Kit - Prebuilt Building Block	1			\$ 8.79	\$ 8.79
912802/1	VIPER Primary Application Server	1			\$ 517.32	\$ 517.32
912803/1	VIPER Primary VoIP Soft Switch	1			\$ 375.59	\$ 375.59
912822/1	VIPER Secondary Application Server	1			\$ 460.63	\$ 460.63
912823/1	VIPER Secondary VoIP Soft Switch	1			\$ 375.59	\$ 375.59
912819/24	Cisco 3750 24 port switch	2			\$ 488.27	\$ 976.54
913850/S	VIPER Sonic Kit	10			\$ 285.59	\$ 2,855.91
913353/U	XDC Client License Upgrade	10			\$ 21.97	\$ 219.69
913100/U	Power 911 Client Access License Upgrade	10			\$ 878.30	\$ 8,783.01
913202/U	Power 911 Server Access License Upgrade	10			\$ 175.31	\$ 1,753.09
920100/U	Power MIS Server Software License Upgrade	1			\$ 81.46	\$ 81.46
920101/U	Power MIS Concurrent Client Access License Upg	1			\$ 35.42	\$ 35.42
920102/U	Power MIS Data Access License Upgrade	10			\$ 74.43	\$ 744.30
920100/CD	Power MIS Media & Documentation	1			\$ 8.79	\$ 8.79
920202/U	Regional MIS Data Access License Upgrade	1			\$ 74.43	\$ 74.43
914102/BB	IWS Workstation Prebuilt Product Bundle	10			\$ 236.41	\$ 2,364.09
914951	IWS Type B Rack Server Bundle	1			\$ 1,218.19	\$ 1,218.19
914955	Hot Swap Hard Drive for Type B Server	4			\$ 124.30	\$ 497.20
914422	Additional Backup Exec SQL Agent	1			\$ 153.01	\$ 153.01
914952	IWS Type A Rack Server	1			\$ 378.85	\$ 378.85
914434	Tape Backup	1			\$ 403.94	\$ 403.94
914434/R	Tape Backup, Rack-Mount Kit	1			\$ 92.13	\$ 92.13
GP931-OCXO	GPS Command Center Package	1			\$ 838.49	\$ 838.49
950999/PRO1	Software Protection and Remote Technical Support (1	10			\$ 750.00	\$ 7,500.00
					<b>SUBTOTAL</b>	<b>\$ 33,099.61</b>

# CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
 Address: PO BOX 7800 Admin Bldg Rm 41  
 Tavares, FL 32778

	<b>CENTURYLINK</b> CenturyLink Centurion Maintenance	Customer Legal Name: Lake County, Florida, a political subdivision of the State of Florida Customer Billing Name: Lake County, Florida, a political subdivision of the State of Florida P O BOX 7800 ADMIN BLDG RM 411 TAVARES FL , 32778
Valid Until: <u>January 5, 2015</u> Contract Term: 36 Months	Quote-Build #: 14-034010--	<b>TERM 1/1/2015 Through 12/31/2017</b>
All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Centurion Maintenance Service Annex, both posted to <a href="http://about.centurylink.com/legal/rates_conditions.html">http://about.centurylink.com/legal/rates_conditions.html</a> .		

Part Number	Description	Quantity	Unit	Total	Annual Extended Rate	
					Unit	Total
<b>Lake EMS</b>						
912814/U	Admin Interface Module (AIM)	2			\$ 123.03	\$ 246.05
912811/U	Application Server Access License Upgrade	9				
912812/U	PBX Access License - Per Position Upgrade	8				
912819/24	Cisco 3750 24 port switch	2		\$ 488.27	\$ 976.54	
913850/S	VIPER Sonic Kit	8		\$ 285.59	\$ 2,284.72	
913353/U	XDC Client License Upgrade	8		\$ 21.97	\$ 175.75	
913100/U	Power 911 Client Access License Upgrade	8		\$ 878.30	\$ 7,026.41	
913202/U	Power 911 Server Access License Upgrade	8		\$ 175.31	\$ 1,402.47	
920101/U	Power MIS Concurrent Client Access License Upg	1		\$ 35.42	\$ 35.42	
920102/U	Power MIS Data Access License Upgrade	8		\$ 74.43	\$ 595.43	
920100/CD	Power MIS Media & Documentation	1		\$ 8.79	\$ 8.79	
920202/U	Regional MIS Data Access License Upgrade	1		\$ 74.43	\$ 74.43	
914102/BB	IWS Workstation Prebuilt Product Bundle	8		\$ 236.41	\$ 1,891.28	
914952	IWS Type A Rack Server	1		\$ 378.85	\$ 378.85	
950999/PRO1	Software Protection and Remote Technical Support (1	8		\$ 750.00	\$ 6,000.00	
					SUBTOTAL	\$ 21,096.14
<b>Mt Dora PD</b>						
912811/U	Application Server Access License Upgrade	3				
912812/U	PBX Access License - Per Position Upgrade	2				
912816	Cisco 2960-S 24 port switch w/o Stacking Module	2		\$ 367.09	\$ 734.17	
913850/S	VIPER Sonic Kit	2		\$ 285.59	\$ 571.18	
913353/U	XDC Client License Upgrade	2		\$ 21.97	\$ 43.94	
913100/U	Power 911 Client Access License Upgrade	2		\$ 878.30	\$ 1,756.60	
913202/U	Power 911 Server Access License Upgrade	2		\$ 175.31	\$ 350.61	
920101/U	Power MIS Concurrent Client Access License Upg	1		\$ 35.42	\$ 35.42	
920102/U	Power MIS Data Access License Upgrade	2		\$ 74.44	\$ 148.87	
920100/CD	Power MIS Media & Documentation	1		\$ 8.79	\$ 8.79	
920202/U	Regional MIS Data Access License Upgrade	1		\$ 74.43	\$ 74.43	
914102/BB	IWS Workstation Prebuilt Product Bundle	2		\$ 236.41	\$ 472.82	
914952	IWS Type A Rack Server	1		\$ 378.85	\$ 378.85	
950999/PRO1	Software Protection and Remote Technical Support (1	2		\$ 944.88	\$ 1,889.76	
					SUBTOTAL	\$ 6,465.44
<b>Eustis PD</b>						
912811/U	Application Server Access License Upgrade	3				
912812/U	PBX Access License - Per Position Upgrade	2				
912816	Cisco 2960-S 24 port switch w/o Stacking Module	2		\$ 367.09	\$ 734.17	
913850/S	VIPER Sonic Kit	2		\$ 285.59	\$ 571.18	
913353/U	XDC Client License Upgrade	2		\$ 21.97	\$ 43.94	
913100/U	Power 911 Client Access License Upgrade	2		\$ 878.30	\$ 1,756.60	
913202/U	Power 911 Server Access License Upgrade	2		\$ 175.31	\$ 350.61	
920101/U	Power MIS Concurrent Client Access License Upg	1		\$ 35.42	\$ 35.42	
920102/U	Power MIS Data Access License Upgrade	2		\$ 74.44	\$ 148.87	
920100/CD	Power MIS Media & Documentation	1		\$ 8.79	\$ 8.79	
920202/U	Regional MIS Data Access License Upgrade	1		\$ 74.43	\$ 74.43	
914102/BB	IWS Workstation Prebuilt Product Bundle	2		\$ 236.41	\$ 472.82	
914952	IWS Type A Rack Server	1		\$ 378.85	\$ 378.85	
950999/PRO1	Software Protection and Remote Technical Support (1	2		\$ 750.00	\$ 1,500.00	
					SUBTOTAL	\$ 6,075.68

# CenturyLink Custom Cover Agreement

Customer Name: Lake County, Florida, a political subdivision of the State of Florida  
 Address: PO BOX 7800 Admin Bldg Rm 41  
 Tavares, FL 32778



## CENTURYLINK

CenturyLink Centurion Maintenance

Customer Legal Name: Lake County, Florida, a political subdivision

Customer Billing Name: Lake County, Florida, a political subdivision

Valid Until January 5, 2015

Contract Term: 36 Months

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Centurion Maintenance Service Annex, both posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html).

P O BOX 7800 ADMIN BLDG RM 411  
 TAVARES  
 FL , 32778  
 Quote-Build #: 14-034010--

**TERM 1/1/2015 Through  
 12/31/2017**

Part Number	Description	Quantity	Unit	Total	Annual Extended Rate	
					Unit	Total
<b>Groveland PD</b>						
912811/U	Application Server Access License Upgrade	3				
912812/U	PBX Access License - Per Position Upgrade	2				
912816	Cisco 2960-S 24 port switch w/o Stacking Module	2			\$ 367.09	\$ 734.17
913850/S	VIPER Sonic Kit	2			\$ 285.59	\$ 571.18
913353/U	XDC Client License Upgrade	2			\$ 21.97	\$ 43.94
913100/U	Power 911 Client Access License Upgrade	2			\$ 878.30	\$ 1,756.60
913202/U	Power 911 Server Access License Upgrade	2			\$ 175.31	\$ 350.61
920101/U	Power MIS Concurrent Client Access License Upg	1			\$ 35.42	\$ 35.42
920102/U	Power MIS Data Access License Upgrade	2			\$ 74.44	\$ 148.87
920100/CD	Power MIS Media & Documentation	1			\$ 8.79	\$ 8.79
920202/U	Regional MIS Data Access License Upgrade	1			\$ 74.43	\$ 74.43
914102/BB	IWS Workstation Prebuilt Product Bundle	2			\$ 236.41	\$ 472.82
914952	IWS Type A Rack Server	1			\$ 378.85	\$ 378.85
950999/PRO1	Software Protection and Remote Technical Support (1	2			\$ 750.00	\$ 1,500.00
					SUBTOTAL	\$ 6,075.68
<b>Radio Shop</b>						
912811/U	Application Server Access License Upgrade	4				
912812/U	PBX Access License - Per Position Upgrade	3				
912816	Cisco 2960-S 24 port switch w/o Stacking Module	2			\$ 367.09	\$ 734.17
913850/S	VIPER Sonic Kit	3			\$ 285.59	\$ 856.77
913353/U	XDC Client License Upgrade	3			\$ 21.97	\$ 65.91
913100/U	Power 911 Client Access License Upgrade	3			\$ 878.30	\$ 2,634.90
913202/U	Power 911 Server Access License Upgrade	3			\$ 175.31	\$ 525.92
920101/U	Power MIS Concurrent Client Access License Upg	1			\$ 35.42	\$ 35.42
920102/U	Power MIS Data Access License Upgrade	3			\$ 74.43	\$ 223.29
920100/CD	Power MIS Media & Documentation	1			\$ 8.79	\$ 8.79
920202/U	Regional MIS Data Access License Upgrade	1			\$ 74.43	\$ 74.43
914102/BB	IWS Workstation Prebuilt Product Bundle	3			\$ 236.41	\$ 709.23
914952	IWS Type A Rack Server	1			\$ 378.85	\$ 378.85
950999/PRO1	Software Protection and Remote Technical Support (1	3			\$ 750.00	\$ 2,250.00
					SUBTOTAL	\$ 8,497.68
<b>Misc Material for all Sites</b>						
MCC-1	Misc Material	1			\$ 566.93	\$ 566.93
E2014H	Dell E2014H 20" monitor	48			\$ 15.84	\$ 760.46
DSUIII-AR	ADTRAN DSUIII-AR DSU/CSU	4			\$ 51.87	\$ 207.48
914143	Symantec Endpoint Protection Manager (Lic + CD)	53			\$ 74.12	\$ 3,928.24
-					SUBTOTAL	\$ 5,463.11

SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGE.....		\$	108,777.41
SUBTOTAL: ANNUAL ON SITE TECHNICIAN COVERAGE.....	\$ -		
TOTAL ANNUAL RECURRING COVERAGE CHARGES .....		\$	108,777.41
TOTAL <u>CONTRACT TERM</u> RECURRING COVERAGE CHARGES .....		\$	326,332.23