

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

828



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:
February 27, 2013

SUBJECT: AT&T, VERIZON, FRONTIER, AND CENTURYLINK QCC TELECOMMUNICATIONS SERVICES AGREEMENTS

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the service agreements with AT&T, Verizon, Frontier, and CenturyLink QCC for the maximum annual aggregate amount of \$8,000,000.00, with an option to renew the agreements for four (4) additional one-year periods;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to sign the purchase orders, exercise the renewal option, based on the availability of fiscal funding, move funds amongst the awarded vendors, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates in each agreement; and,
3. Direct the Clerk of the Board to return four (4) original signed agreements to Purchasing and Fleet Services.

(Continued on Page 2)

Kevin K Crawford
Kevin K Crawford
Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 8,000,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: RCIT Operating Budget and Departmental Budgets	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Christopher M. Hans*
County Executive Office Signature Christopher M. Hans

Policy
 Consent
 Policy
 Consent

FORM APPROVED BY COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 DATE: _____
 Departmental Concurrence
 Purchasing: *Mark Seiler*
 Mark Seiler, Assistant Director

**Form 11: AT&T, VERIZON, FRONTIER, AND CENTURYLINK QCC
TELECOMMUNICATIONS SERVICES AGREEMENTS**

Date: February 27, 2013

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BACKGROUND:

The County's current local and long distance communications network service contracts are soon to expire. As a result, County Purchasing, on behalf of Riverside County Information Technology (RCIT), issued a Request for Proposal (RFP) #ITARC-116 - Inter/Intrastate Telecommunication Services. The intent was to obtain pricing for the same type of services while also providing an opportunity to explore pricing options of emerging technologies such as Session Initiation Protocol (SIP) trunking, which may prove to be more cost effective for the County of Riverside.

VOICE

Frontier is the sole provider for the Blythe area and is recommended as the vendor for voice products, such as local service, 1MBs, Centrex, T-1s, DID Stations, BRIs, PRIs, and PBX trunks.

Verizon and AT&T out of franchise (OOF) submitted a proposal for the Indio/Hemet/Temecula/Moreno Valley/Banning/Perris areas. AT&T OOF is only able to provide service in Moreno Valley, Perris, and Temecula, but not in the Palm Springs area. Verizon is able to provide service over the entire area, which is beneficial to the County of Riverside. In addition, Verizon is the most cost effective provider. Verizon is recommended as the vendor for voice products such as; local service, ZUM, 1MBs, Centrex, T-1s, BRIs, PRIs, Central Office Trunks, DID trunks, DID Stations, DCS, ISDN, Voice Mail, OPX, FX, and CID. AT&T out of franchise will be listed as an alternate vendor.

AT&T submitted a proposal for the Riverside, Corona, and Arlington area. AT&T is the incumbent and provides the most cost effective solution for this area. AT&T is recommended as the vendor for voice products such as; local service, ZUM, 1MBs, Centrex, T-1s, BRIs, PRIs, Central Office Trunks, DID trunks, DID Stations, DCS, ISDN, Voice Mail, OPX, FX, and CID.

CenturyLink QCC's pricing and features for long distance and toll free are superior to the other vendors. They offer the County a 2% incentive credit which creates a revenue stream. In addition, CenturyLink QCC's web portal allows us to make real time routing changes for toll free service. This is invaluable in the event of outage of mission critical services or disaster. CenturyLink QCC is recommended as the vendor of choice for long distance service, toll free service, calling card service, and an additional vendor option for outbound LD PRIs.

For SIP Trunking services, the County received bids from CenturyLink QCC and Verizon. Both support the G.729 codec the County will be using on the new phone system. Verizon's recurring charges are slightly lower than CenturyLink QCC's, so Verizon is recommended to be the primary vendor for SIP Trunking. AT&T listed CalNet 3 pricing as an option for the County to pursue once the State of California completes their award for SIP Trunking services. Both AT&T and CenturyLink QCC will be listed as alternate vendor(s) for SIP Trunking services.

**Form 11: AT&T, VERIZON, FRONTIER, AND CENTURYLINK QCC
TELECOMMUNICATIONS SERVICES AGREEMENTS**

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DATA

Frontier is the sole provider for the Blythe area and is recommended as the vendor for data products such as T-1s, and DSL.

Verizon and AT&T out of franchise (OOF) submitted a proposal for the Indio/Hemet/Temecula/Moreno Valley/Banning/Perris areas. AT&T OOF is only able to provide service in Moreno Valley, Perris, and Temecula, but not in the Palm Springs area. Verizon is able to provide service over the entire area which is beneficial to the County of Riverside. In addition, Verizon is the most cost effective provider. Verizon is recommended as the vendor for data products such as: Frame Relay, T-1s, T-3s, Sonet OC-3s, Sonet OC-12s, Sonet OC-48s, and DSL. AT&T out of franchise will be listed as an alternate vendor.

AT&T submitted a proposal for the Riverside, Corona, and Arlington area. AT&T is the incumbent and provides the most cost effective solution for this area. AT&T is recommended as the vendor for data products such as; Frame Relay, T-1s, T-3s, Sonet OC-3s, Sonet OC-12s, Sonet OC-48s, and DSL.

PRICE REASONABLENESS:

Purchasing released a Request for Proposal (RFP) #ITARC-116 on September 5, 2012, and advertised on the County's Purchasing website. Eight responses were received, with proposals submitted by seven vendors.

The proposals were reviewed by an evaluation team consisting of personnel from Purchasing and RCIT. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements of scope of service, performance ability, technical capability, project methodology, references, and the overall cost.

AT&T, Verizon, CenturyLink QCC, and Frontier were selected as the lowest and most responsive/responsible vendors, submitting an annual cost that shall not exceed \$8,000,000.00 in the first year. These costs are the total telephone company costs paid for by RCIT and the departments. It is anticipated that in years two and three the County will experience a price decrease based on efficient utilization of SIP trunking as a result of the converged network project. Each vendor will be awarded a geographic service area based upon their pricing.

The breakout of services and service areas are as follows:

Summary Table of Service Providers and Territory

Service Type	Territory "A" Riverside	Territory "B" Blythe	Territory "C" Remaining Areas	Countywide
VOICE				
Long Distance				CenturyLink
Long Distance (BRI only)				AT&T
International				CenturyLink
Local to 12 miles	AT&T	Frontier	Verizon	
ZUM				CenturyLink
ZUM (BRI only)				AT&T
Directory Assistance LOCAL	AT&T	Frontier	Verizon	
Directory Assistance NATIONAL	AT&T	Frontier	Verizon	
1MB	AT&T	Frontier	Verizon	
Centrex/CentraNet	AT&T	Frontier	Verizon	
DS1	AT&T	Frontier	Verizon	
PRI Trunks	AT&T & CenturyLink	Frontier & CenturyLink	Verizon & CenturyLink	
Central Office Trunks	AT&T	Frontier	Verizon	
DID Trunks	AT&T	Frontier	Verizon	
DID Stations - 100 block	AT&T	Frontier	Verizon	Verizon & CenturyLink
DID Stations - 20 block	AT&T	N/A	Verizon	Verizon & CenturyLink
DCS	AT&T	N/A	Verizon	
ISDN - BRI	AT&T	Frontier	Verizon	
ISDN - PRI	AT&T	Frontier	Verizon	
VOICE MAIL	AT&T	Frontier	Verizon	
Caller ID	AT&T	Frontier	Verizon	
OPX	AT&T	N/A	Verizon	
FX (Foreign Exchange)	AT&T	N/A	Verizon	
Toll-Free Service				CenturyLink
Calling Card				CenturyLink
DIRECTORY LISTINGS	AT&T	Frontier	Verizon	
<i>SIP TRUNKING, SERVICES, FEATURES, and USAGE</i>				Verizon & CenturyLink & AT&T
DATA				

FRAME 56K			Verizon	
FRAME 128K			Verizon	
FRAME 256K			Verizon	
FRAME 384K			Verizon	
FRAME 1.536 MBPS			Verizon	
FRAME 4 MBPS			Verizon	
FRAME 6 MBPS			Verizon	
FRAME 10 MBPS			Verizon	
FRAME 22 MBPS			Verizon	
FRAME 44.736 MBPS			Verizon	
FRAME DS1	AT&T			
FRAME DS3	AT&T			
T1	AT&T	Frontier	Verizon & AT&T	
T3	AT&T		Verizon & AT&T	
SONET OC-3	AT&T		Verizon & AT&T	
SONET OC-12	AT&T		Verizon & AT&T	
SONET OC-48	AT&T		Verizon & AT&T	
DSL	AT&T	Frontier	Verizon & AT&T	
Ethernet 5 Mbps	AT&T	Frontier	Verizon & AT&T	Verizon & CenturyLink
Ethernet 10 Mbps	AT&T	Frontier	Verizon & AT&T	Verizon & CenturyLink
Ethernet 20 Mbps	AT&T	Frontier	Verizon & AT&T	Verizon & CenturyLink
Ethernet 50 Mbps	AT&T		Verizon & AT&T	Verizon & CenturyLink
Ethernet 100 Mbps	AT&T		Verizon & AT&T	Verizon & CenturyLink
Ethernet 250 Mbps	AT&T		Verizon & AT&T	Verizon & CenturyLink
Ethernet 500 Mbps	AT&T		Verizon & AT&T	Verizon & CenturyLink
Ethernet 1 Gbps	AT&T		Verizon & AT&T	Verizon & CenturyLink
DS1& NxDS1				CenturyLink

GigE 100-1000				CenturyLink
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REVIEW/APPROVAL: Purchasing and County Counsel concur with this request.



AGREEMENT

Customer	AT&T
County of Riverside Street Address: 4080 Lemon St City: Riverside State/Province: CA Zip Code: 92502 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: County of Riverside, Purchasing & Fleet Services Title: Procurement Contract Specialist-RCIT Street Address: 2980 Washington Street. City: Riverside State/Province: CA Zip Code: 92504 Country: USA Telephone: (951) 955-4937 Fax: (951) 955-3730	Street Address: 200 Center Street Promenade, Rm 615 City: Anaheim State/Province: CA Zip Code: 92805 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Agreement ("Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T (the "Effective Date").

The parties understand and acknowledge that the California Integrated Information Network Contract MSA 1 between AT&T and the State of California expires on January 29, 2014 ("CALNET 2"). Pursuant to California Government Code Section 11541, Customer is eligible to obtain services under CALNET 2 and currently receives service(s) under CALNET 2 (the "CALNET 2 Services") pursuant to the CALNET 2 Authorization(s) to Order ("CALNET 2 ATO") attached hereto as Schedule No. 1.

In order to ensure continuity of service(s) for the Customer beyond January 29, 2014 and through the remainder of the Customer's requested term, AT&T and the Customer agree as follows:

- (a) For the period July 1, 2013 through January 29, 2014, AT&T shall continue to provide the CALNET 2 Services solely pursuant to the terms and conditions contained in Customer's existing CALNET 2 ATO(s) attached hereto as Schedule No. 1.
- (b) Beginning January 30, 2014, AT&T agrees to continue providing the Services that Customer was receiving under CALNET 2 as of January 29, 2014 pursuant to the terms of this Agreement. Services under this Agreement shall extend through January 29, 2015 ("Term") ; provided that Customer may extend the Term for up to three additional one year periods by providing AT&T with a minimum of 90 days advance written notice prior to the Term expiration date. AT&T agrees to provision Service under this Agreement by honoring the rates and relevant terms and conditions from CALNET 2 as defined herein, including all additional terms set forth in the CALNET 2 ATOs attached hereto as Schedule No. 1.
- (c) Customer agrees to procure the Services that Customer was receiving under CALNET 2 as of January 29, 2014 for the entire Term of this Agreement. In the event of an early termination by Customer, the relevant terms and conditions contained in the CALNET 2 Contract and the CALNET 2 ATOs for an early termination shall define the parties' rights and obligations; provided that the following language shall take precedence over Section 4 of the CALNET 2 ATOs:
 "If Non-State Agency elects to terminate Service prior to completion of the Term, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the Term."

- (d) The parties acknowledge that the following CALNET 2 provisions grant the State of California certain administrative and oversight rights and responsibilities under CALNET 2 that do not apply to Customer, or any users of the Services being obtained by Customer or any non-state agency purchasing under CALNET 2. To the extent that any such Section identified below also contains a specific service obligation on the part of AT&T, AT&T will comply with that service obligation in provisioning relevant Service(s) under CALNET 2 to Customer. For example, Section 28 deals with Contract Modifications. The negotiation of new contract provisions is an administrative/oversight function that applies solely to the State. To the extent, however, that CALNET 2 is modified pursuant to Section 28, any change that affects CALNET 2 Services will apply to Services that Customer receives under CALNET 2. The Sections granting the State exclusive administrative and oversight rights are as follows: 2.a & c, 9,13, 19, 28, 34.a, 50, 52.b – f, 57, 60, 61, 66, 68, 69, 70, 78, 80, 83, 84, 85, and 88 (hereinafter “Inapplicable Provisions”).

The parties further acknowledge that the following CALNET 2 provisions represent unique obligations that AT&T agreed to with respect to the State of California, but which obligations do not apply, except to the degree expressly set forth below, to Customer or any non-state agency purchasing under CALNET 2. The following Sections also represent “Inapplicable Provisions”: Section 15.e (AT&T warrants that CALNET 2 provided equipment, networks and software will successfully interface with industry standard Customer systems and applications); Section 23.a (AT&T’s limitation of liability for the period subsequent to January 29, 2014 shall be limited, on a per claim or aggregate basis during any 12 month period, to an amount equal to the total net charges incurred by Customer for the affected Service during the six months preceding the month in which the claim arose); Section 33 (AT&T agrees to allow Customer audit rights consistent with industry standards; Section 34.b (ii and iii) (AT&T will work with Customer consistent with each subsection but can only commit to meet and confer within a reasonable time period rather than the referenced five day period), Section 61 (AT&T’s obligation to remit an Administrative Fee to the State of California ends with the expiration of CALNET 2 – the charges billed Customer by AT&T pre-CALNET 2 expiration and post-CALNET 2 expiration will remain the same); Section 72 (AT&T to provide Individual Price Reductions (IPR); Section 76 (AT&T will establish reasonable Transition-In Plan to accomplish a smooth transition); Section 77 (AT&T will establish reasonable Transition-Out Plan to accomplish a smooth transition); and Section 82 (AT&T may hire subcontractors without Customer’s consent [sentences 1, 2, 4 and 5], however all other provisions of this subsection [sentences 3, 6, 7, 8 and 9] shall be applicable to Customer).

For purposes of this Agreement, except as specifically clarified above, the Inapplicable Provisions do not apply to the provision of Service for the period subsequent to January 29, 2014. For purposes of this Agreement, except for the Inapplicable Provisions, all references to the State in CALNET 2 shall mean Customer and Customer shall have all the rights and remedies available to the State under the CALNET 2. All references to State managers or State departments will be construed to refer to the comparable Customer manager or Customer department as appropriate and applicable.

- (e) AT&T agrees to have its respective affiliates, including the SBC Global Services, Inc. dba AT&T Global Services, the AT&T affiliate that signed the CALNET 2 Contract and Schedule No. 1, comply with the terms of this Agreement.
- (f) Notwithstanding the Term set forth above, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months’ notice, or a Service Component upon 120 days’ notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.
- (g) In the event the State of California and AT&T enter into a serving arrangement that replaces services being provided under CALNET 2 and that is available to non-state public entities (“New AT&T/State Serving Arrangement”), Customer will have the option to migrate services provided under this Agreement to the New AT&T/State Serving Arrangement with no penalty under the following conditions: (i) Customer’s term commitment under the New AT&T/State Serving Arrangement will match the longer of the remaining term under this Agreement at the time of migration or any term commitment required under the New AT&T/State Serving Arrangement; (ii) in the event of an early termination by Customer after migration to the New AT&T/State Serving Arrangement, the relevant terms and conditions under CALNET 2 Contract, Schedule No. 1 and subsection (c) above shall define the parties’ rights and obligations for early termination charges; and (iii) if Customer elects to migrate any service from this Agreement to the New AT&T/State Serving Arrangement, Customer will be required to migrate all services provided under this Agreement to the New AT&T/State Serving Arrangement to the extent the New AT&T/State Serving Arrangement offers the same service or similar functionality. Revised documentation may be required to transition Customer to the New AT&T/State Serving Arrangement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Michael Duncan</i>
Name: John J. Benoit	Name: <i>Michael Duncan</i>
Title: Chairman, Board of Supervisors	Title: <i>Project Manager</i>
Date:	Date:

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 NEAL R. KIPNIS DATE *3/14/13*

SCHEDULE NO. 1 TO THE AGREEMENT BETWEEN AT&T CORP. AND

County of Riverside

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EXHIBIT A-2**AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California ("AT&T" or "Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") MSA 1 Services dated January 30, 2007 ("Contract"), for a term of five (5) years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov.

COUNTY OF RIVERSIDE ("Non-State Agency") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.
2. With respect to Services ordered under this ATO, as authorized on Attachment 1, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period, starting with the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing ATO shall not extend the two (2) year commitment period previously agreed upon on the ATO.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of cancellation.

If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s), multiplied by the number of full months remaining in the two (2) year commitment period. If

Non-State Agency:

Contractor:

COUNTY OF RIVERSIDE

AT&T

4080 Lemon Street, 10th Floor

610 Sequoia Pacific Blvd.

Riverside, CA 92502-1589

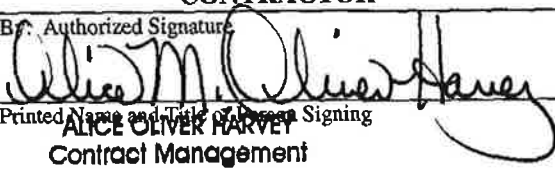
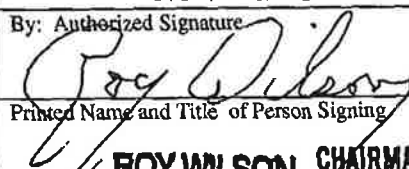
Sacramento, CA 95814

Attn: Greg Stoddard, Chief Technology Officer

Attn: Contract Program Manager

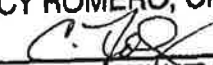
Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.


IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:


CONTRACTOR	NON-STATE AGENCY
By: Authorized Signature 	By: Authorized Signature 
Printed Name and Title of Person Signing Alice Oliver Harvey Contract Management	Printed Name and Title of Person Signing ROY WILSON CHAIRMAN, BOARD OF SUPERVISORS
Date Signed: 12/3/08	Date Signed: 11-25-08

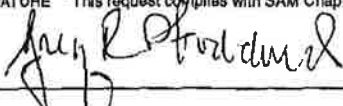
Approved By:
Department of Technology Services,
Statewide Telecommunications and Network Division

ATTEST:
NANCY ROMERO, Clerk

By 
DEPUTY

By: Authorized Signature 
Printed Name and Title of Person Signing Pat Adams A&A
Date Signed: 12/3/08

FORM APPROVED COUNTY COUNSEL
BY:  11/12/08
PAMELA J. WALLS DATE

STATE OF CALIFORNIA TELECOMMUNICATIONS SERVICE REQUEST (Attach additional information as needed)				* AGENCY REQUEST NO.
				** DATE
3. REQUEST IS FOR:	<input checked="" type="checkbox"/> SERVICE		<input type="checkbox"/> EQUIPMENT (needs a <u>Form 65</u>)	<input type="checkbox"/> OTHER
4. AGENCY INFORMATION	DEPARTMENT COUNTY OF RIVERSIDE		DIVISION, BUREAU, ETC.	
	PERSON TO CONTACT FOR ACCESS Greg Stoddard, CTO			
	E-MAIL ADDRESS		TELEPHONE NO. ()	
	ADDRESS OF <u>PRESENT</u> SERVICE (Include City, Zip Code, Room #s) 4080 Lemon Street, 10th Floor Riverside, CA 92502-1589		ADDRESS OF <u>REQUESTED</u> SERVICE (Include City, Zip Code, Room #s)	
	BILLING ADDRESS (Include City, Zip Code, Room #s) 6147 Rivercrest Drive, Suite A Riverside, CA 92507		C60 Account Number	
TELEPHONE NUMBER(S) INVOLVED		UTILITY PRIMARY BILL NO.	REQUESTED DATE OF SERVICE	GENERAL SERVICES AGENCY CODE
5. ELIGIBILITY	<input type="checkbox"/> STATE AGENCY		<small>Must complete <u>Authorization to Order (ATO)</u> to obtain eligibility prior to first Form 20 request</small>	
	<input checked="" type="checkbox"/> NON-PROFIT & TAX-SUPPORTED		<input type="checkbox"/> LOCAL GOVERNMENT (i.e. city, county)	
		<input type="checkbox"/> FEDERAL		<input type="checkbox"/> JOINT POWERS AGREEMENT
6. CHECK TYPE OF REQUEST <small>(Describe in Section 7)</small>	<input checked="" type="checkbox"/> BUSINESS SERVICE		<input checked="" type="checkbox"/> CENTREX SERVICE	
	<input checked="" type="checkbox"/> SINGLE LINE <input checked="" type="checkbox"/> KEY SYSTEM		<input checked="" type="checkbox"/> SINGLE LINE (e) <input checked="" type="checkbox"/> ISDN (Integrated Services Digital Network)	
	<input checked="" type="checkbox"/> PBX <input checked="" type="checkbox"/> TRUNKS		<input checked="" type="checkbox"/> ACD (Automatic Call Distribution)	
	<input checked="" type="checkbox"/> DATA SERVICE		<input checked="" type="checkbox"/> CALNET CALLING CARD (include TD-907)	<input checked="" type="checkbox"/> LONG DISTANCE SERVICE
<input type="checkbox"/> CELLULAR TELEPHONE		<input type="checkbox"/> OTHER (Please Describe)		
<input type="checkbox"/> DGS-TD MASTER CONSULTING CONTRACT				
7. ADDITIONAL INFORMATION	BRIEFLY DESCRIBE <u>PRESENT</u> SERVICE (Attach page as needed)		BRIEFLY DESCRIBE SERVICE <u>REQUESTED</u> (Attach page as needed.)	
	CalNET I contract for voice and data services.		CalNET II contract for voice and data services.	
	SERVING UTILITY AT&T			
	TOTAL COST OF REQUESTED SERVICE		METHOD OF ACQUISITION	
RECURRING		NON-RECURRING	<input type="checkbox"/> PURCHASE <input type="checkbox"/> INSTALLMENT PURCHASE	
			<input type="checkbox"/> RENT <input type="checkbox"/> OTHER (Describe)	
8. CATR/ATR INFORMATION	NAME (PLEASE PRINT) Greg Stoddard		E-MAIL ADDRESS gstoddar@riversidecountyit.org	
	ADDRESS		TELEPHONE NO.	
	CITY		CALNET:	
	STATE		PUBLIC:	
	ZIP CODE		DATE	
4080 Lemon Street, 10th Floor		()		
Riverside		1-DEC-08		
CA				
92502-1589				
TITLE Chief Technology Officer				
SIGNATURE *This request complies with SAM Chapter 4500, and state telecommunications policies.* 				

*SAM = State Administrative Manual

*STMM = State Telecommunications Management Manual

*ATR = Agency Telecommunications Representative

STD, 20 Instructions

Page Two
Letter to Greg Stoddard, CTO
October 13, 2008
Clarification of CALNET 2 ATO

- 802.11.a = 5 Ghz
- 802.11 b/g = 2.4 Ghz
- 802.11n = 2.4, 5 Ghz
- Public Safety WiFi 4.9 Ghz

3. All fiber and copper installations within a campus environment. For the purposes of this agreement, campus is defined as any two or more county occupied facilities on contiguous property which are tied together via conduit for the purpose of voice or data network connectivity.
4. All circuit installations (fiber, copper, microwave and wireless) to identified hill sites and mountain tops under the County's Public Safety Enterprise Communications (PSEC) Project currently in progress.

Except as specifically set forth above, the Exclusivity Requirement and all other terms and conditions of CALNET 2 shall apply to all services/products identified by County in MSA 1 Attachment 1 to the ATO.

Please signify your agreement with the above-referenced interpretation of the attached State Agreement ATO by executing this letter in the space provided below and returning a signed original to me. If you have any questions regarding the content of this letter, please call me to discuss.

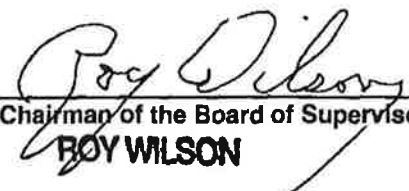
Very truly yours,



Jay Klohe, Senior Account Manager
AT&T/Government and Education

AGREED AND ACCEPTED:

County of Riverside

By: 
Chairman of the Board of Supervisors
ROY WILSON

Date: 11-25-08

ATTEST:
NANCY ROMERO, Clerk

By: 
DEPUTY

This Agreement is made this 20th day of March, 2013, ("Effective Date") by and between Frontier Communications of America, Inc. on behalf of the incumbent local exchange carrier and service affiliates which provide services to the customer service addresses identified in the Schedules attached hereto (referred to herein as "Frontier"), and County of Riverside, whose address is 2980 Washington Street, Riverside, CA 92504 (referred to herein as "Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to purchase communications services, maintenance and installation services (collectively "Services"), and lease or purchase equipment ("Equipment"), as further described in this Agreement and/or in the Schedules issued by Frontier and executed by Customer. Each Schedule is incorporated herein by reference and made a part hereof.

b. Customer acknowledges that certain Services may be regulated and governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this Agreement and an applicable tariff, the tariff shall control except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment, including obtaining approvals, permits or licenses from third parties as necessary. Customer will provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier's facilities or equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's

locations to Frontier's network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related equipment. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage its network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Customer and its employees shall be the only permitted end-user of the Services and Equipment. Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.

2. Term

The term of this Agreement shall commence as of the **Effective Date** and shall continue through the Service Term and any Extended Service Term (as defined below) with respect to any Service or lease of equipment pursuant to this Agreement. Customer shall purchase the Services and lease or purchase the Equipment identified in each Schedule, for the period of time stated in the Schedule if applicable (the "**Service Term**"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s), and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration, the Service Term shall automatically renew for additional one-year periods (each an "**Extended Service Term**"), subject to the terms and conditions of this

Agreement and at the then applicable one-year term rate, excluding promotional rates.

3. Payment

a. Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer monthly for all monthly recurring charges ("MRC") and usage based charges. In addition, the first invoice(s) may include non-recurring charges ("NRC"), as applicable.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, including but not limited to Primary Interexchange Carrier Charge ("PICC"), Federal Pre-Subscribed Line Charge ("FEPS"), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges.

c. All payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, lease, installation or repair of any or all equipment subject to this Agreement immediately if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. Unless otherwise set forth in a Service Schedule, if Customer cancels any Schedule, in whole or in part, prior to installation or delivery, Customer shall pay a cancellation charge equal to one month of the applicable MRC, plus the total costs and expenditures of Frontier in connection with such Schedule prior to Frontier's receipt of notice of cancellation, including, but not limited to, Frontier's applicable installation charges.

b. Following installation, Customer may terminate a Schedule, in whole or in part, by providing at least thirty (30) days prior written notice to Frontier. Unless otherwise set forth in a Service Schedule, if Customer terminates a Schedule, in whole or in part, or Frontier terminates any Schedule, in whole or in part, pursuant to Section 8.a. hereof then, unless otherwise specifically provided in the applicable Schedule, Customer shall immediately pay Frontier a cancellation charge equal to all unpaid amounts applicable to the terminated portion of the Schedule through the date of termination, plus the monthly recurring charges and all related taxes and surcharges multiplied by the number of months remaining in the applicable minimum term commitment, if any. Partial months shall be prorated.

It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. The charges identified in this Section 4 are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this Agreement shall in no event exceed the limitations of liability set forth

in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, Maintenance Service or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A "Service Outage" is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Frontier's complete control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

b. **IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.**

c. Frontier warrants that its equipment and facilities will be maintained in good working order. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.**

d. This Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

6. Indemnification

To the extent permitted by applicable law, Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (v) any bodily injury (including illness or death) or property damage

caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs.

Frontier shall indemnify, defend and hold Customer, its officers, employees, agents and members, harmless from and against any and all claims, loss, direct damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Frontier's breach of this Agreement; (ii) Frontier's negligence or willful misconduct in the performance of its obligations under this Agreement; and (iii) any bodily injury (including illness or death) or tangible personal property damage caused by Frontier's negligence.

The obligations under this Section 6 are independent of any other obligation under this Agreement.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Default

a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for thirty (30) days after notice, then Frontier shall have the right either to suspend the Schedule, or any portion thereof, until the default is remedied or to terminate this Agreement or any Schedule in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's premises and immediately repossess Equipment:

1) In the event of unauthorized, unlawful or improper use or abuse of the facilities, equipment, or Service, or

2) If, in the sole judgment of Frontier, Customer's use of the facilities, equipment, or Service has or will have an adverse affect on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or

3) A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

In addition, Frontier shall have the right to take immediate action, including termination of the Schedule and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.

b. Breach by Frontier: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will either party or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges pursuant to the related Schedule based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

12. Title and Risk of Loss

a. Risk of loss or damage for equipment and facilities provided pursuant to this Agreement and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.

b. Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Agreement or any applicable Service or Equipment lease, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will



not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

c. Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the services and Equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state public utilities commission, this Agreement shall not become effective with respect to such Service after receipt by Frontier of written notice of such approval.

15. Governing Law

This Agreement shall be governed by and construed according to the laws of the State of California, in which services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this Agreement will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

<u>Notice addresses for Customer:</u>	<u>With Copy to:</u>
Purchasing & Fleet Services	RCIT - Rivercrest
2980 Washington Street	6147 Rivercrest Drive, Suite A
Riverside, CA 92504	Riverside, CA92507
(951) 955-4937	(951) 955-3700

19. Independent Contractor Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.


20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity. Customer and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Entire Agreement.

This Agreement, together with any applicable Schedule, constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This Agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this Agreement between the parties.

Frontier Communications of America, Inc.:

Signature: 

Printed Name: Vernoy Bridges

Title: Regional Sales Manager

Date: 3/7/13

Contractual Notice:

Frontier Communications
180 S. Clinton Avenue, 7th Floor
Rochester, NY 14646-0700
Attn: Associate General Counsel

County of Riverside

Signature: _____

Printed Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Date: _____

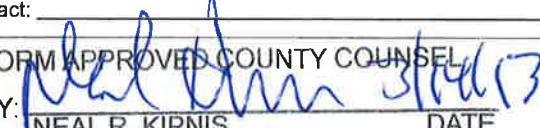
Contractual Notice: _____

Attn: _____

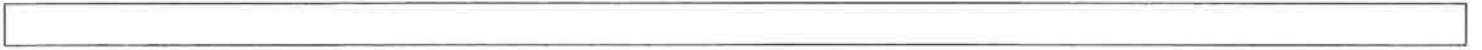
Maintenance Notifications: _____

Billing Contact: _____

FORM APPROVED COUNTY COUNSEL

BY:  DATE: _____

NEAL R. KIPNIS



VERIZON BUSINESS SERVICE AGREEMENT

Verizon Business Network Services Inc.
On behalf of MCI Communications Services Inc., d/b/a Verizon Business Services, Verizon California Inc. and other Verizon affiliates identified in applicable Service Attachments, Exhibits or the Guide (individually and collectively, "Verizon").

County of Riverside ("Customer"):

One Verizon Way
Basking Ridge, NJ 07920

4080 Lemon Street
Riverside, CA 92501

By: Marsha K. Harrell

By: _____

Name: _____ **Marsha K Harrell** _____
Senior Consultant
Contract Management

Name: John J. Benoit

Title: _____

Title: Chairman, Board of Supervisors

Date: 3/6/13

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 3/6/13

A. **This Verizon Business Service Agreement ("Agreement")** is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services, Verizon California Inc. , and any other Verizon affiliates identified in applicable Service Attachments, Exhibits or the Guide (individually and collectively), and Customer. Verizon and Customer are individually each "a Party" and collectively, the Parties. Verizon will provide the products and services in the included Service Attachments and Exhibits. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and applicable Service Attachments, including Exhibits, Supplements, and Appendices, and is not responsible for the performance of any other entity's obligations thereunder. This Agreement is binding upon execution by the parties named above and the Agreement Effective Date shall be the date last signed above.

B. **Customer Consent to Use of Customer Proprietary Network Information (CPNI).** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer CPNI and other Confidential Information among the Verizon Companies, and with Vodafone, agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to the Verizon Companies

Corporate Policy Statement

Policy No.: CPS-103
Issued: June 22, 2012
Subject: Authority to Approve Transactions



APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management
Marsha K Harrell, Senior Consultant, Pricing & Contract Management
Lisa M Guignard, Director, Pricing & Contract Management and
Christopher W McKeown, Manager, Pricing

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2012 and ending on June 30, 2013 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 7/2/12
Signature Date

Anthony Recine
Name VZ ID

VP, Pricing & Contract Management

Responsibility Code or Cost Center Code

Lisa M Guignard 7/5/12
Delegate's Signature - Lisa M Guignard

Patricia L Myers 7/2/12
Delegate's Signature - Patricia L Myers

Marsha K Harrell 7/2/12
Delegate's Signature - Marsha K Harrell

Christopher W McKeown 7/6/12
Delegate's Signature - Christopher W McKeown

using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizon.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

B.1.0 Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.

B. 10.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

B. 10.2 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

B. 10.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

B. 10.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

B. 10.5 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

B. 10.6 During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

Name	Title	Tel. No.	Email	Postal Address

C. Incumbent Local Exchange Companies (ILECS). The Terms and Conditions below (pages 6 – 14) do not apply to Services provided by Verizon California Inc., an incumbent local exchange carrier ("ILEC"). The Services provided by Verizon California Inc. are governed solely by the Service Attachments and Exhibits for such Services and, in the case of ILEC Services, applicable Tariffs and its ILEC Product Guide (both publicly posted and accessible at www.verizon.com/tariffs). Services

provided by Verizon California Inc. ("ILEC") will be subject to the Sections A-H of the Agreement except as otherwise stated in the applicable Service Attachment or Exhibit.

Service Attachment No. 2: Verizon California Inc. (ILEC) Services provided solely pursuant to applicable Tariff or ILEC Product Guide

Service Attachment No. 3: Verizon California Inc. Intrastate, IntraLATA Services subject to Tariff Regulation provided pursuant to Verizon's ICB authority

Service Attachment No. 4: Verizon California Inc. Intrastate, IntraLATA Customer-Specific Services subject to its ILEC Product Guide

D. Services.

1. Verizon will provide the products and services ("Services") in the included Service Exhibits and Attachments. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and the relevant Service Exhibits and Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.
2. The Services and associated rates, terms and conditions of this Agreement are available for purchase by departments, agencies, offices established, operated, governed and financially supported and funded, by the Customer (individually, "a Customer Agency", collectively, "Customer Agencies") solely for the use and benefit of such Customer Agencies. Such Customer Agencies shall be located in the County of Riverside, California. (Location-specific information and limitations in Service Attachments and Exhibits apply). Customer, through its Riverside County Information Technology ("RCIT") Department, shall within twenty (20) business days after the Effective Date of the Agreement provide Verizon with an initial listing of authorized Customer Agencies who may purchase Services under this Agreement and shall provide Verizon with updated information, as applicable, during the Term Period (and Extended Term Period(s)) of this Agreement.

Each Customer Agency purchasing Services under this Agreement will be subject to the terms and conditions of the Agreement. Customer will be Verizon's customer of record for the Services provided to Customer Agencies. Customer will be financially, contractually and legally responsible to Verizon for the use of the Services by the Customer Agencies and its other obligations to Verizon. Customer's Agencies will have no direct recourse against Verizon under the Agreement. Only Customer may enforce the terms of the Agreement with respect to Services provided to Customer Agencies to the same extent as if the Services were provided directly to Customer.

Customer will promptly notify Verizon in writing if a Customer Agency no longer qualifies to receive Service under this Agreement. Verizon will have no liability for Customer's failure to provide a complete and accurate termination or suspension order to Verizon or for Customer's failure to identify additions, deletions or changes to the Customer Agency's information provided to Verizon.

Verizon may bill each Customer Agency for their own use of Services received under this Agreement. Each Customer Agency will be responsible for the payment of all charges for the Services provided to it consistent with the terms and conditions of the Agreement. If a Customer Agency fails to pay timely pay invoiced amounts not in dispute, consistent with the Agreement, Verizon may issue a notice of default to both Customer and the applicable Customer Agency and Verizon may discontinue service to that Customer Agency and issue a final notice of default to Customer. If Customer fails to pay the undisputed past due charges after expiration of the final default notice, Verizon may terminate the Agreement for Cause.

- E. Term Period/Period of Performance and Survival.** The Initial Term Period of this Agreement shall be one (1) year from the Effective Date of the Agreement, with up to four (4) subsequent automatic renewal Term Periods ("Extended Term") in consecutive one (1) year increments, unless Customer provides to Verizon written notice of its intent not to extend the Agreement and Services into the next

upcoming one (1) year Extended Term Period at least sixty (60) business days prior to the end of the then current one (1) year Term Period (Initial or Extended).

In the event Customer and Verizon mutually agree to continue the Agreement after the end of the fourth or final one-year Extended Term Period, such extension of the Agreement shall be by formal written amendment to the Agreement, signed and dated by Customer and Verizon prior to the expiration date of the then current Extended Term Period.

Unless otherwise extended by formal amendment as described in the preceding paragraph, at the end of the fourth and final one (1) year Extended Term Period, in order to avoid Service interruption, Services will revert to the prevailing rates, terms and conditions in Verizon's applicable Tariffs (as defined below, including Verizon's Service Publication and Price Guide, its Tariffs and its ILEC Product Guide) for the minimum term period available therein if Verizon has not received Customer's written notice to discontinue Services.

The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

For Services provided solely pursuant to Verizon's Tariffs or ILEC Product Guide (Service Attachment No. 2), Section E above shall not apply and the term period for such Services, including any renewal or extension term period(s), shall be as set out in the applicable sections of Verizon's prevailing Tariffs and ILEC Product Guide, which are subject to change consistent with applicable law and regulation.

- F. **Service Migration.** Verizon is in the process of decommissioning certain services that Customer may be purchasing from the Verizon companies included in this Agreement (including Service Attachments and Exhibits), including, without limitation, one or more of the following services (the "Affected Services"):

Frame Relay
ATM
Flexible T1
VoIP IP Flexible T1
IP VPN

Verizon will discontinue the commercial availability of the Affected Services at future dates, subject to applicable law. Verizon will provide Customer with written notice of such date for each Affected Service that is being purchased by Customer. In recognition of this pending service decommissioning, Customer agrees that, within six (6) months of the date that this Agreement is fully executed, it will: (i) place orders to fully and completely migrate from the Affected Services to replacement Verizon services; or (ii) discontinue use of the Affected Services. If Customer chooses option (i) above, then Verizon will continue to provide Customer with the Affected Services until the date that Customer's migration is complete. If Customer does not choose either option (i) or option (ii) above within such six (6) month period, then Verizon reserves the right to discontinue the Affected Services as set forth above.

ATM and Frame Relay Services. Effective February 15, 2013 (following written notice sent to Customer dated January 10, 2013), ATM and Frame Relay Service (Affected Services) were grandfathered. As such, these Affected Services are no longer available to new customers, and limitations on service additions or changes apply for existing customers at existing customers locations only. In addition, with the grandfathering of these Affected Services, upon expiration of existing term period or contractual commitments, the Affected Services lapse into month to month (for Frame Relay) or one (1) year (for ATM) service arrangements. With the effective date of this Agreement, these Affected Services transition to, and will prospectively, after the effective date of this Agreement, be provided at the rates, terms and conditions set out in Verizon's ILEC Product Guide. As set out in Section F. above, within six (6) months after the Effective Date of this Agreement, Customer shall (i) place orders to fully and completely migrate from the Affected Services to replacement Verizon

services; or (ii) discontinue use of the Affected Services. Upon the Effective Date of this Agreement, as the Affected Services revert to Verizon's ILEC Product Guide, Customer may discontinue the Affected Services or transition to other Verizon services without application of early termination liability from the ILEC Product Guide.

G. Service Effective or In-Service Date for Rates, Charges and Prices under this Agreement.

Unless a Service Attachment or Exhibit provides otherwise, the Service Effective or In-Service Date for the Rates, Charges and Prices under this Agreement shall be as follows:

1. For all new Services installed (including additional or new quantities of existing Services) after the Agreement Effective date, the rates, charges and prices set out in this Agreement shall be effective and applied when the new Service is installed.
2. For existing, installed Services provided by Verizon Business Services under prior service contracts or arrangements which will continue but will be provided prospectively under this Agreement, the rates, charges and prices of this Agreement will be effective for such Services the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon, except where a Service Attachment or Exhibit indicates otherwise for a particular service.
3. For existing installed Services provided by Verizon California Inc. under prior service contracts or arrangements which will continue but will be provided prospectively under this Agreement by Verizon California Inc. pursuant to its individual case basis (ICB) authority, the rates, charges, and prices of this Agreement will be effective for such Services on the Effective Date of the Agreement, even if there is delay in the prospective implementation of the rates, charges and prices under this Agreement.
4. For all Services (existing installed Service from prior service contract or Tariff/ILEC Product Guide or new Service) provided by Verizon California Inc pursuant to its Tariffs or its ILEC Product Guide, the prevailing Tariff or ILEC Product Guide rates, charges and prices shall apply in the manner set out therein. For Services provided by Verizon California Inc. which were provided under prior contract but which are transitioning to the applicable Verizon California Inc. Tariff or ILEC Product Guide as addressed in this Agreement, such Tariff or ILEC Product Guide rates, charges and prices shall be effective on the Effective Date of this Agreement, even if there is delay in the prospective implementation of the rates, charges and prices from the applicable Tariff or ILEC Product Guide.

After the Effective Date of this Agreement, for Service Attachments or Exhibits added to this Agreement by formal amendment, pricing and/or promotional benefits in this Agreement may not be available if such amendment is not signed and delivered to Verizon by the dates, if any, set forth in Service Attachments or Exhibits to this Agreement.

H. Entire Agreement. This Agreement (including Service Attachments and Exhibits), Tariffs and Guides as referenced and incorporated herein, and other documents incorporated by reference) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing, signed by both Parties and consistent with applicable regulatory requirements.

TERMS AND CONDITIONS

For Services Provided by Verizon Business behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services

1. **Tariff and Guide.** Unless otherwise set out in a Service Attachment or Exhibit, the Services addressed by these Terms and Conditions are those provided by Verizon Business Services (referred to as "Verizon" herein). Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.

2. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All charges are exclusive of applicable Taxes (as defined in the Guide).

3. **Underutilization and Early Termination Charges** If: (a) Customer terminates this Agreement or the Services (in whole or in part), including failure to maintain Minimum Quantities of Service(s) as specified in the Service Attachments or Exhibits, before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement or the Services (in whole or in part) for Cause pursuant to the Section entitled "Termination; Disconnection Notice," in these Terms and Conditions, or as set out in the applicable Service Attachment or Exhibit, then Customer will pay, within thirty (30) days after such termination: (i) the amount of Early Termination or Shortfall Charges for the affected Service (s) as set out in the applicable Service Attachment(s) and Exhibit(s), plus (ii) a pro rata portion of any and all credits received by Customer.

4. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days equal to the lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Attachment, or (c) the maximum amount allowed by applicable law. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

5. Termination; Disconnection Notice. Either party may terminate this Agreement for Cause (excluding Verizon ILEC Services, which are governed by the applicable Service Attachments and Exhibits). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.

6. Confidential Information. Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of Verizon as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing Party and, upon request of the disclosing Party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party will be entitled to specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a Party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, or been given access to Customer Confidential Information solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.

7. Warranties

7.1 Mutual Warranties. Each party warrants to the other party that:

- (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, and

(ii) it has the full right and authority to enter into and execute this Agreement.

7.2 Verizon Warranty. Verizon warrants that the Verizon Services will be provided in a professional and workman-like manner by skilled and experienced personnel.

7.3 DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

8. Disclaimer of Certain Damages/Limitation of Liability.

8.1 **Disclaimer of Certain Damages.** No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other for consequential damages resulting from its breach of confidentiality obligations under this Agreement.

8.2 **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages sub-section above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.

8.3 **Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

8.4 **Force Majeure.** Any delay in or failure of performance by any party under this Agreement (other than a failure to comply with payment obligations is not a breach of the Agreement to the extent that such delay or failure is caused by events beyond the reasonable control of the party affected, including, but not limited to, acts of God; embargoes; governmental restrictions; strikes; labor disputes; riots; insurrection; wars or other military action; civil disorders; acts of terrorism; rebellion; fires; explosions; accidents; floods; vandalism; fiber cuts caused by a third party; unavailability of equipment, software or parts from vendors; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; unavailability or performance degradation of the Internet; preemption of service to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; national emergency and sabotage, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such party uses all commercially reasonable efforts to recommence performance. An event of this kind is known as a "Force Majeure Event." Market conditions or fluctuations are not force majeure events. A party whose performance is affected by such events will promptly provide relevant details to the other party to the relevant agreement and the obligations of the party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the force majeure continues, and the time for

performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected party is prevented by the Force Majeure Event from performing its obligations with regard to a Service for 30 days, then either party to the Agreement may in its sole discretion immediately terminate the affected Service by giving notice of termination to the other party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with a comparable Service. Upon such termination, Verizon is entitled to payment of: (1) all accrued but unpaid charges incurred through the date of such termination; together with (2) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the local access or related services or equipment in connection with the Service. The parties shall otherwise bear their own costs and Verizon shall be under no further liability to perform the Services affected by the Force Majeure Event.”

9. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon’s creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.

10. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party’s prior written approval.

11. **Compliance with Law; Governing Law; Dispute Resolution.** Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of California without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute (“Dispute”) arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.

12. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, electronic mail, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the Customer at the address provided on Page 1 of this Agreement and to Customer’s additional notice address as shown below, and to Verizon at the addresses below, unless otherwise stated in the Agreement.

In addition to the address provided on Page 1 of this Agreement notices to Customer shall also be sent to Customer as follows:

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Procurement Contract Specialist - RCIT

Notices to Verizon should be sent as follows:

Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service

Verizon Business Services
22001 Loudoun County Parkway
Ashburn, VA 20147
Attn: Vice President, Legal

Email: notice@verizonbusiness.com

13. Acceptable Use. Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

**Service Attachment No. 1
Verizon Business Services
CALNET II Contract Services**

The Services listed below are included herein for informational purposes only. Such Services are provided by Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a Verizon Business Services ("Verizon" in this Service Attachment) solely pursuant to the Verizon Business Services CALNET II Agreements (including Amendments thereto) rates, terms, conditions and ordering procedures, including ATO, as posted and publicly available at www.calnet.ca.gov. The Verizon Business Services CALNET II Agreements are State of California and Verizon Business Services Agreement No. 5-06-58-22 (DTS 06E1392) and Agreement No. 5-06-58-23 (DTS 06E1393).

The pricing and corresponding contract terms and conditions for Verizon's CALNET II services are firm consistent with the term period of Verizon's applicable CALNET II contract. The term period of Verizon's CALNET II contract shall be determined by action of the State of California. For informational purposes only and subject to change by the State of California, the final renewal term period of Verizon's applicable CALNET II contract will run until January 30, 2014. Pursuant to Section 77 of the CALNET II contract, there may be a disentanglement period of up to 18 months as determined by the State of California.

At the end of the CALNET II contract term period, Verizon will work cooperatively with Customer to transition the CALNET II Services addressed in this Service Attachment prospectively to another existing Verizon-publicly available public procurement contract at the rates, terms and conditions of such other contract. This transition would be addressed in a formal amendment to this Agreement and Service Attachment No. 1, signed and dated by Customer and Verizon, and consistent with the terms and conditions of such other Verizon public procurement contract.

As Verizon's CALNET II MSA 3 and MSA 4 (including amendments thereto, ordering procedures and SLA) are very voluminous documents, it is not physically included in this Agreement, but it posted and publicly available on the State of California's CALNET II website, <http://calnet.ca.gov>.

For Services provided pursuant to Verizon's applicable CALNET II contract, such services will be provided solely pursuant to the CALNET II contract rates, terms (including but not limited to service periods or service effective dates) and conditions and not this Agreement.

For the Verizon SIP Trunking Service from its CALNET II contract, applicable notes are included below.

***In order for Customer to purchase Verizon's CALNET II Private IP Services at the prices listed below, Customer must first complete (including Customer authorized signature) the CALNET II Individual Price Reduction (IPRN) authorization and signature process. Such IPRN CALNET II Service authorization may be subject to approval of the State of California (State of California's CALNET II managing Department).**

****In order for Customer to purchase Verizon's CALNET II IP Trunking Services at the prices listed below, Customer must first complete (including Customer authorized signature) the CALNET II Individual Case Basis (ICB) authorization and signature process at time of order placement. Such ICB CALNET II Service authorization may be subject to approval of the State of California (State of California's CALNET II managing Department).**

Verizon CALNET II Private IP Service Pricing *

Circuit Type	Installation Charges	Recurring Charges	Standard Installation Interval
Private IP Port Only 128Kb T1 Access	\$170.00	\$150.00	20-45 Days
Private IP Port Only 384Kb	\$170.00	\$241.00	20-45 Days
Private IP Port Only 768Kb	\$170.00	\$280.00	20-45 Days
Private IP Port Only 1.536Kb	\$170.00	\$316.00	20-45 Days
Private IP Port Only 3.0Mb	\$170.00	\$435.00	20-45 Days
Private IP Port Only 4.6Mb	\$170.00	\$522.75	20-45 Days
Private IP Port Only 6.4Mb	\$170.00	\$637.05	20-45 Days
Private IP Port Only 7.6Mb	\$170.00	\$697.00	20-45 Days
Private IP Port Only 10.7Mb	\$170.00	\$1,001.00	20-45 Days
Private IP Port Only 19.8Mb	\$170.00	\$1,195.00	20-45 Days
Private IP Port Only 44.7Mb	\$170.00	\$1,416.84	20-45 Days
Access for Port Only DS1	\$170.00	\$153.75	20-45 Days
Access for Port Only DS3	\$850.00	\$1,845.00	20-45 Days
Gold CAR 8Kb	0.00	\$6.10	Included in above intervals
Gold CAR 16Kb	0.00	\$10.98	Included in above intervals
Gold CAR 32Kb	0.00	\$17.39	Included in above intervals
Gold CAR 48Kb	0.00	\$22.27	Included in above intervals
Gold CAR 64Kb	0.00	\$27.15	Included in above intervals
Gold CAR 128Kb	0.00	\$45.13	Included in above intervals
Gold CAR 192Kb	0.00	\$60.68	Included in above intervals
Gold CAR 256Kb	0.00	\$57.26	Included in above intervals
Gold CAR 320Kb	0.00	\$61.52	Included in above intervals
Gold CAR 384Kb	0.00	\$82.12	Included in above intervals
Gold CAR 448Kb	0.00	\$91.16	Included in above intervals
Gold CAR 512Kb	0.00	\$98.95	Included in above intervals
Gold CAR 576Kb	0.00	\$105.72	Included in above intervals
Gold CAR 640Kb	0.00	\$111.75	Included in above intervals
Gold CAR 704Kb	0.00	\$116.77	Included in above intervals
Gold CAR 768Kb	0.00	\$120.79	Included in above intervals
Gold CAR 832Kb	0.00	\$123.80	Included in above intervals
Gold CAR 896Kb	0.00	\$125.81	Included in above intervals

Gold CAR 960Kb	0.00	\$127.07	Included in above intervals
Gold CAR 1.024Kb	0.00	\$127.32	Included in above intervals
Gold CAR 1.152Kb	0.00	\$133.35	Included in above intervals
Gold CAR 1.280Kb	0.00	\$137.37	Included in above intervals
Gold CAR 1.408Kb	0.00	\$139.63	Included in above intervals
Gold CAR 1.536Kb	0.00	\$140.13	Included in above intervals
Gold CAR 2.048Kb	0.00	\$178.55	Included in above intervals
Gold CAR 3.072Kb	0.00	\$255.90	Included in above intervals
Gold CAR 4.608Kb	0.00	\$367.65	Included in above intervals
Gold CAR 6.144Kb	0.00	\$471.86	Included in above intervals
Gold CAR 7.680Kb	0.00	\$568.30	Included in above intervals
Gold CAR 9.216Kb	0.00	\$656.94	Included in above intervals
Gold CAR 10.752Kb	0.00	\$738.06	Included in above intervals
Gold CAR 12.288Kb	0.00	\$811.13	Included in above intervals
Gold CAR 15.360Kb	0.00	\$695.08	Included in above intervals
Gold CAR 18.432Kb	0.00	\$799.83	Included in above intervals
Gold CAR 21.504Kb	0.00	\$893.47	Included in above intervals
Gold CAR 24.576Kb	0.00	\$976.16	Included in above intervals
Gold CAR 27.648Kb	0.00	\$1,047.91	Included in above intervals
Gold CAR 30.720Kb	0.00	\$1,108.36	Included in above intervals
Gold CAR 33.792Kb	0.00	\$1,158.05	Included in above intervals
Gold CAR 36.864Kb	0.00	\$1,196.61	Included in above intervals
Gold CAR 39.936Kb	0.00	\$1,224.24	Included in above intervals
Gold CAR 43.008Kb	0.00	\$1,240.74	Included in above intervals

Verizon's CALNET II IP Trunking Service Pricing **

SIP TRUNK FEATURES		INSTALLATION	RE-CURRING	NOTES	STANDARD/OPTIONAL
IP Trunking	Tiered	\$00.00	\$20.09	Price per Simultaneous Call	Standard
IP Trunking	Tiered	\$00.00	\$27.27	Price per Simultaneous Call	Standard
IP Trunking	Unlimited	\$00.00	\$68.16	Price per Simultaneous Call	Standard
IP Trunking	Metered	\$00.00	\$17.94	Price per Simultaneous Call	Standard
IP Trunking	(BEST) Feature	\$00.00	\$7.18	Price per Simultaneous Call	Optional
IP Trunking	Tiered LD Usage Charge	\$00.00	\$0.0165	Price per Minute	Standard

Off-Net Toll Free	\$00.00	\$0.0176	Per minute transport rate	Optional
Block of DIDs	\$00.00	\$5.00	20 DIDs per Block	Optional

SIP Trunking Access

SIP TRUNK	INSTALLATION	RECURRING
Transport for Trunking	See Private IP Access Rates	See Private IP Access above
Rate Per Session	See SIP Trunking - Feature Description	N/A
Rate Per Call	See SIP Trunking - Feature Description	N/A
Bundled Rate	N/A	N/A

**Service Attachment No. 2
Verizon California Inc.
Intrastate or Interstate
Services Solely Pursuant To Tariffs Or ILEC Product Guide**

Sections A-H of the Agreement apply to the Services provided pursuant to this Service Attachment No. 4 except that as set out in Section E above, Verizon's applicable Tariff or ILEC Product Guide will control with respect to the term period for the Services. The Services below are provided by Verizon California Inc., in its capacity as an incumbent local exchange carrier ("Verizon" in this Service Attachment), solely pursuant to the rates, terms and conditions of the applicable Verizon California Inc. interstate or intrastate Tariffs or intrastate ILEC Product Guide. Verizon's Tariffs and ILEC Product Guide, including rates, terms and conditions, are subject to change consistent with applicable regulatory requirements of the Federal Communications Commission ("FCC") and the California Public Utilities Commission ("CPUC"). Prevailing Tariff and/or ILEC Product Guide rates, terms and conditions shall apply. The Verizon California Inc. intrastate and interstate Tariffs and its intrastate ILEC Product Guide are publicly posted and accessible at www.verizon.com/tariffs. (Pursuant to CPUC decision, beginning December 1, 2008, Verizon transitioned certain services from its Tariffs to its ILEC Product Guide)

At any time, Customer may purchase services from Verizon's Tariffs and ILEC Product Guide, consistent with the rates, terms and conditions therein. The Services listed below do not reflect the entire or exclusive scope of Verizon Tariff or ILEC Product Guide Services Customer may purchase at any time. The Services below are included for informational purposes.

1. **Private Switch /Automatic Identification Location (PS/ALI) Service.** PS/ALI Service may be purchased from Verizon's intrastate Tariff for PS/ALI Service, Verizon California Inc. Schedule Cal. P.U.C. A20c.
2. **Directory Assistance and Directory Services.** Verizon shall provide Directory Assistance and Directory Services pursuant to the rates, terms and conditions set out in Section 19 of its ILEC Product Guide which is publicly posted at www.verizon.com/tariffs. The prices and Service-specific terms and conditions for Directory Assistance and Directory Services are provided solely from the ILEC Product Guide, are subject to change, and prevailing rates, terms and conditions shall be applied.

For informational purposes only, the following are some of the current monthly Directory Assistance Rates from the ILEC Product Guide (Section 19.A.III, Sheets 8 and 9):

Business Line, each line	\$1.99 per call
Trunk Line, each line	\$1.98 per call
Other Services	\$1.99 per call
ConnectRequest (each call completed)	\$0.45 per call
National Directory Assistance (each call)	\$1.99 per call

For informational purposes only, the following is the current monthly Primary Business Service Directory Listing Rate from the ILEC Product Guide (Section 19.B.II, Sheet 20); other Rates are provided in the ILEC Product Guide, Section 19.B.II, Sheet 20:

Business - Primary service listing in a directory other than that of the serving exchange when furnished at the customer's request, each (Foreign Listing Services)	\$4.00/mo
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1. **End User Common Line Charge (EUCL) and Access Recovery Charge (ARC).** The EUCL (also referred to as the Subscriber Line Charge or SLC) and the ARC are FCC tariffed charges applicable to local services such as, but not limited to, Measured Business Line (1MB), CentraNet, ISDN-PRI and ISDN-BRI, on a per line basis in the manner set out in Verizon's FCC Tariff No. 14, Section 13 and FCC

Tariff No. 16, Section 4. The EUCL and ARC are subject to change. Customer will be billed the prevailing EUCL and ARC rates consistent with current quantities of subject Services. The EUCL and ARC are provided solely pursuant to Verizon's applicable FCC Tariff and not the Agreement, and are included here for informational purposes only.

2. Asynchronous Transfer Mode Cell Relay ("ATM") Service. Effective February 15, 2013 (following written notice sent to Customer dated January 10, 2013), ATM service was grandfathered. As such, ATM Service is no longer available to new customers, and limitations on service additions or changes apply for existing customers at existing customers locations only. In addition, with the grandfathering of ATM Service, upon expiration of existing term period or contractual commitments, the service lapses into a one (1) year service arrangement. With the effective date of the Agreement, Customer's ATM Service is transitioned to, and will prospectively, after the effective date of the Agreement, be provided at the rates, terms and conditions set out in Verizon's ILEC Product Guide. As set out in Section F. above, within six (6) months after the effective date of the Agreement, Customer shall (i) place orders to fully and completely migrate from the ATM Services to replacement Verizon services; or (ii) discontinue use of the ATM Services. For the ATM Services as addressed herein, as the Service has been grandfathered, and upon the Effective Date of this Agreement reverted to Verizon's ILEC Product Guide, Customer may discontinue the Service or transition to other Verizon services without application of early termination liability from the ILEC Product Guide.

The following listing provides some examples of advanced services, provided by Verizon or a Verizon affiliated company, Customer can upgrade to:

Service	Upgraded Service
ATM	Ethernet ,EVPL , ELAN

3. Frame Relay Service. Effective February 15, 2013 (following written notice sent to Customer dated January 10, 2013), Frame Relay Service was grandfathered. As such, Frame Relay Service is no longer available to new customers, and limitations on service additions or changes apply for existing customers at existing customers locations only. In addition, with the grandfathering of Frame Relay Service, upon expiration of existing term period or contractual commitments, the service lapses into a month to month service arrangement. With the effective date of the Agreement, Customer's Frame Relay Service is transitioned to, and will prospectively, after the effective date of the Agreement, be provided at the rates, terms and conditions set out in Verizon's ILEC Product Guide. As set out in Section F. above, within six (6) months after the effective date of the Agreement, Customer shall (i) place orders to fully and completely migrate from the Frame Relay Services to replacement Verizon services; or (ii) discontinue use of the Frame Relay Services. For the Frame Relay Services as addressed herein, as the Service has been grandfathered and, upon the Effective Date of this Agreement reverted to Verizon's ILEC Product Guide, Customer may discontinue the Service or transition to other Verizon services without application of early termination liability from the ILEC Product Guide

The following listing provides some examples of advanced services, provided by Verizon or a Verizon affiliated company, Customer can upgrade to:

Service	Upgraded Service
Frame Relay	EVPL, Private IP, T1, DS3

6. Telecommunications Service Priority System (TSPS). TSPS is a Service provided solely pursuant to the rates, terms and conditions of Verizon's intrastate General Exchange Tariff, Schedule A-10. TSPS is applicable to National Security Emergency Preparedness (NSEP) services which are those services deemed critical to the maintenance of a state of readiness or the response to and

management of any event or crisis which causes or could cause harm to the population, damage property or threaten the security of the United States. Applicability to public switched services is limited to those services (such as local access lines, centrex, FX, WATS) that the Utility is able to provision or restore on a priority basis.

Service Attachment No. 3
Verizon California Inc.
Intrastate, IntraLATA Services subject to Tariff Regulation
Provided Pursuant to Verizon's ICB Authority

The intrastate, intraLATA Services below are provided by Verizon California Inc., in its capacity as an incumbent local exchange carrier ("Verizon" in this Service Attachment), pursuant to its individual case basis (ICB) authority from the California Public Utilities Commission ("CPUC") to provide the services, which are subject to Tariff Regulation, at individual case basis rates, terms and/or conditions deviating from its Tariffs. The Services below are provided pursuant to the Sections A-H of Agreement, this Service Attachment, including Exhibits, and Verizon's applicable Tariffs which are fully incorporated herein, (collectively, "the Agreement") for purposes of the Services in this Service Attachment No. 3, subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. Verizon's applicable Tariffs, incorporated herein, can be publicly accessed at www.verizon.com/tariffs. The Services will be provided under the terms of this Service Attachment No.3 to the Customer locations as addressed in Exhibit(s) and Addenda attached to or made a part hereof.

The Services are as fully described in Verizon's Tariffs. This Service Attachment will be filed with the CPUC consistent with the CPUC's contract filing requirements. Verizon's Tariffs are subject to change consistent with applicable regulatory requirements. Prevailing Tariff rates, terms and conditions shall apply and control except as modified by this Service Attachment.

Customer agrees to purchase the following Services, set out in Exhibit A to this Service Attachment, from Verizon at the rates and charges set forth below for the Service Period as described in the Service Exhibit (s)

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement, Service Attachment No. 3 and Exhibits to Service Attachment No. 3.

Notices. Notices concerning the Services provided under this Service Attachment shall be sent by first-class U.S. mail, postage prepaid, to Customer and to Verizon as follows:

For Customer: County of Riverside, 6147 Rivercrest, Suite A, Riverside, CA 92507 and County of Riverside, Purchasing and Fleet Services, 2980 Washington Street, Riverside CA 92504.

For Verizon: Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither Party will disclose the terms of this Service Attachment to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either Party may issue or permit issuance of a press release or other public statement concerning this Service Attachment provided its contents have been reviewed and agreed upon by the Parties. (b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Service Attachment and its provisions shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that Party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such Party's reasonable control.

(d) If any provision of this Service Attachment or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement and Service Attachment No. 5 shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of the Agreement covering this Service Attachment and included Exhibits to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer the portion of the Agreement covering this Service Attachment and included Exhibits to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the Parties, shall be as set forth herein and in all applicable Tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Service Attachment or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. Sections A-H of the Agreement, this Service Attachment (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable Tariffs constitute the entire agreement between the Parties with respect to the Services provided hereunder, and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Service Attachment and Exhibits may not be modified or rescinded except by a writing signed by authorized representatives of each Party, and consistent with applicable law and regulation.

VZ Routing Code: 5V
Service Attachment No. 3 - Exhibit A

Verizon company name: Verizon California Inc. (referred to in this Exhibit as "Verizon")
 In its capacity as an Incumbent Local Exchange Carrier
 State: California (Government)
 Customer name: County of Riverside

SPECIAL ACCESS, DS1 and DS3 SERVICES

1. Service, Rates and Minimum Commitment. Customer agrees to purchase the following Service from Verizon at the per unit rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterrupted power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service. The Services below are provided pursuant to Verizon's incorporated Tariff, SCHEDULE Cal. P.U.C. No. C-1, Facilities for Intrastate Access.

Service Description	Initial Qty	Minimum Qty	Non Recurring Charge	Monthly Recurring Charge
Special Access Line- 2 wire	94	71	\$264.87	\$21.36
Special Transport termination	154	116	\$0.00	\$14.95
Special transport intra/per mile	30	23	\$0.00	\$2.96
Special Access Line- 4 wire	42	32	\$264.87	\$40.05
Special Transport termination	-	-	\$0.00	\$14.95
Special transport intra/per mile	-	-	\$0.00	\$2.96
Private line voice conditioning per circuit	-	-	\$396.56	\$67.16
DS1 Loop	1	1	\$575.00	\$173.00
Special Transport termination			\$0.00	\$30.00
DS1 IOF per End	7	-	\$125.00	\$43.70
DS1 IOF per Mile	529	-	\$0.00	\$5.25
DS1 Clear Channel per End	286	-	\$0.00	\$20.00
DS3 Loop	2	1	\$575.00	\$1,275.00
Special Transport termination			\$0.00	\$125.00
DS3 IOF per End	1	-	\$125.00	\$175.00
DS3 IOF per Mile	47	-	\$0.00	\$20.00
DS3/DS1 Multiplexing	9	-	\$125.00	\$250.00
DS1 Rider per Circuit	109	-	\$0.00	\$75.00
DS3 Rider per Circuit	19	-	\$0.00	\$250.00

Notes:

(i) The above charges do not include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges which are subject to change and which shall be billed to Customer at prevailing rates.

(ii) Elements required per circuit ordered depend on circuit configuration. In the event the ordered quantity does not show the correct quantity or elements required to provide the requested Service, the actual quantity and elements required will be charged in accordance with the rates set forth above and in Verizon's Tariffs. Charges will be based on the circuit configuration requested.

(iii) The Initial Quantity of Service shown above depicts Service currently installed under prior Verizon contract or Tariff service arrangement. Non-recurring charges do not apply to this Initial Quantity of Service.

(iv) Non-Recurring (NRC) and service ordering charges will apply (in addition to any applicable special construction charges as addressed in this Exhibit) for additional Services ordered after the Effective Date of the Agreement. The Non-Recurring Charges above do not include Tariffed service ordering charges which shall apply consistent with the Tariff at prevailing tariffed rates, which are subject to change.

(iv) For mileage-based Service elements (per mile, per ALM), actual mileage per airline mile (ALM) will be billed consistent with Verizon's applicable Tariffs (fractional amounts are rounded up to the next whole mile). Mileage-based Service elements are applied based on the locations or location ends of the Service circuits. For additional quantities of Service ordered after the Effective Date of this Agreement, the mileage-based Service elements above will apply per applicable ALMs for the specific Service configuration.

(v) In addition to the per circuit, per end, or per mile notations included in the table above, for the Special Access Line (2 and 4 Wires) and the DS1 and DS3 Loop Services, the Access Line or Loop charges as well as the Special Transport Termination charges apply for each end of the Service Access Line or Loop, except as otherwise addressed in the Tariff, based on the specific Service configuration.

(vi) The DS1 and DS3 Riders may be used with other Verizon Services from Service Attachment No.4 in this Agreement or other applicable Verizon Services purchased by Customer from Verizon's Tariffs or its ILEC Product Guide.

2. Effective Date/Regulatory Filing and Review. Sections A-H of the Agreement, Service Attachment No.3 and applicable Exhibit(s), and any subsequent amendment(s), shall be effective when executed. Sections A-H of the Agreement, Service Attachment No. 3 and applicable Exhibit(s) and any subsequent amendment(s) shall be filed with the California Public Utilities Commission ("Commission"). Sections A-H of the Agreement, Service Attachment No. 3 and applicable Exhibit(s) shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. Term Period/Period of Performance and Survival. Consistent with Section E of the Agreement, the Initial Term Period of this Exhibit shall be one (1) year from the Effective Date of the Agreement, with up to four (4) subsequent automatic renewal Term Periods ("Extended Term") in consecutive one (1) year increments, unless Customer provides to Verizon written notice of its intent not to extend the Agreement and Services into the next upcoming one (1) year Extended Term Period at least sixty (60) business days prior to the end of the then current one (1) year Term Period (Initial or Extended).

In the event Customer and Verizon mutually agree to continue the Agreement after the end of the fourth or final one-year Extended Term Period, such extension of the Agreement shall be by formal written amendment to the Agreement, signed and dated by Customer and Verizon prior to the expiration date of the then current Extended Term Period.

Unless otherwise extended by formal amendment as described in the preceding paragraph, at the end of the fourth and final one (1) year Extended Term Period, in order to avoid Service interruption, Services will revert to the prevailing rates, terms and conditions in Verizon's applicable Tariffs (as defined below, including Verizon's Service Publication and Price Guide, its Tariffs and its ILEC Product Guide) for the minimum term period available therein if Verizon has not received Customer's written notice to discontinue Services.

The terms of Section A-H of the Agreement, Service Attachment No. 3 and this Exhibit will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

For Services provided solely pursuant to Verizon's Tariffs or ILEC Product Guide, Section E and this Section 3 shall not apply and the term period for such Services, including any renewal or extension term period(s), shall be as set out in the applicable sections of Verizon's prevailing Tariffs and ILEC Product Guide, which are subject to change consistent with applicable law and regulation

As set out above in Note (iii), the Initial Quantity** of Service described in this Exhibit refers to existing Services which were installed under a prior Verizon contract or Tariff service arrangement, For the Initial Quantity of Service, the In-Service Date is the Effective Date of the Agreement. The In-Service date for Service circuits added during the Term Period (or Extended Term Period) shall be the date, after the Effective Date of the Agreement, on which Verizon's provisioning has been completed and the subject Service circuit(s) are available for Customer's use at the applicable Customer locations. The Service or Term Period for all Services ordered hereunder shall be coterminous.

4. Additional Quantities of Service. Customer may order additional quantities of Service, at the same or new locations, at the rates set forth above throughout the Term Period (including Extended Term Period) described in Section 3 preceding using Verizon's normal ordering processes, provided that such new Service locations are located within Verizon's incumbent local exchange service area and provided that Service to those locations (including existing Service location(s)) is technically and commercially available, including but not limited to availability of adequate facilities for Service.

The Service or Term Period for all Services ordered under this Exhibit shall be coterminous.

5. Minimum Commitment and Shortfall. Customer shall be required to subscribe to a minimum of lines or quantities of Service, on a per Service basis, as set out in the Table in Section 1 above at all times during the Service or Term Period, including Extended Term Period (the "Minimum Line Obligation"). Verizon will review Customer's accounts periodically to determine if Customer has met the Minimum Line Obligation. If Customer does not meet the Minimum Line Obligation, Customer will be subject to a "Shortfall Liability" charge equal to the difference in quantity between the Minimum Line Obligation and the actual number of lines in service multiplied by the Monthly Line Rate identified above for every month of the applicable Term Period (including Extended Term Period) during which the Minimum Line Obligation is not met (the "Commitment Amount"). Customer will at all times be responsible for charges for the actual number of lines or Service quantities in service.

6. Termination Charges. If Customer cancels the Agreement in whole or in part with respect to the Services provided under this Exhibit or terminates any Service prior to the expiration of the then current Service or Term Period (including Extended Term Period), Customer shall pay to Verizon a termination charge equal to twenty-five (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the then current applicable one (1) year Term or Service Period (including Extended Term Period). If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the In-Service date for the Services in this Exhibit, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Exceptions to the application of termination charges as may be contained in Verizon's applicable Tariff do not apply to the Services provided pursuant to this Exhibit.

7. Additional Provisions.

a. Conditions. The Parties acknowledge that the rates and other terms of the Agreement, Service Attachment No. 3 and this Exhibit, are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Detariffing. In the event any of the Services under this Service Attachment No. 3 and this Exhibit are hereafter detariffed, then the terms of the Tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such Tariffs applied hereunder prior to such detariffing, except that if the applicable tariffs are replaced with a guidebook or price list in lieu of Tariffs, then the terms in such guidebook or price list will apply. For Services provided under this Service Attachment No. 3 and this Exhibit pursuant to Verizon's ICB authority, the individual case basis prices shown above shall be firm for the Term or Service Period (including Extended Term Period) described above unless otherwise required by law or regulation. Services and rates provided solely pursuant to Verizon's Tariffs or ILEC Product Guide are subject to change and prevailing rates, terms and conditions of such Tariffs, ILEC Product Guide or later guidebooks or price lists shall apply.

c. Facilities. Additional charges may be required if suitable facilities are not available to provide Service at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Service, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charge, which shall be addressed in a formal amendment signed and dated by Customer and Verizon. If Customer does not agree to pay such additional charges, then the affected Services (which cannot be provided without additional facilities) will not be installed or will be subject to termination by Verizon without application of the termination charges described above.

d. Customer Purchase Orders. The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement, including Service Attachment No. 3 and included Exhibits.

7. Locations. The Service shall be provided to Customer under the terms hereof at Customer locations which are wholly located within Verizon's incumbent local exchange service franchise territory, provided that Service to those locations is technically and commercially available and subject to the availability of adequate facilities. A list of Customer Locations for the Service is included in the Agreement as Appendix 1. Appendix 1 shall be subject to change without formal amendment during the Term Period (including Extended Term Period) of the Agreement. Customer and Verizon shall work cooperatively to update Appendix 1 as applicable.

**Service Attachment No. 4:
Verizon California Inc.
Intrastate, IntraLATA Customer-Specific Services
Subject to ILEC Product Guide**

The intrastate, intraLATA Services below are provided by Verizon California Inc., in its capacity as an incumbent local exchange carrier ("Verizon" in this Service Attachment) The Services below are provided pursuant to the rates, terms and conditions of Sections A-H of the Agreement, this Service Attachment, including Exhibits, and Verizon's applicable ILEC Product Guide and Tariffs incorporated herein and publicly posted and available at www.verizon.com/tariffs. The Services will be provided under the terms of this Service Attachment No. 4 to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

The Services are as fully described in Verizon's ILEC Product Guide. Verizon's ILEC Product Guide is subject to change consistent with applicable regulatory requirements. Prevailing ILEC Product Guide rates, terms and conditions shall apply except as modified by this Service Attachment or applicable Exhibit.

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the Services, at the Customer locations identified in the applicable Exhibit(s) attached to this Service Attachment No. 4, and in any Addendum expressly made a part hereof, (the "Services") pursuant to Sections A-H of the Agreement, this Service Attachment, applicable Exhibit and Verizon's applicable ILEC Product Guide, for the service period stated in the Exhibit or Addendum applicable to such Service (the "Term or Service Period"). The Service Effective Date or In-Service Date for the Services shall be as set out in Section G of the Agreement. Under no circumstances may Customer resell the Services being provided under this Service Attachment and applicable Exhibits.

ILEC Product Guide. Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at <http://www.verizon.com/tariffs>) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. For the Services provided pursuant to this Service Attachment No. 4 and applicable Exhibits, the term "Agreement" shall mean Sections A-H of the Agreement, this Service Attachment No. 4, applicable Exhibits and Verizon's ILEC Product Guide. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of Sections A-H of the Agreement, Service Attachment No. 4 and Exhibits shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence, then Service Attachment No. 4. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

Customer Responsibilities. Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper

interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

Charges and Payment. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in this Service Attachment or applicable Exhibit, if Customer cancels or terminates the Agreement, this Service Attachment No. 6 or any Services prior to expiration of the Term or Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date unless a different due date appears on the invoice. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back-billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Service Attachment No. 4.

Unauthorized Use. Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

Indemnification. The Services provided by Verizon pursuant to this Service Attachment No. 4 are common carrier public switched telecommunications network services for which Verizon provides for Customer use in the transport only of Customer's voice and data communications; Verizon has no control over the content of the voice and data communications which Customer transports using Verizon's services. Therefore, Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

Customer and Verizon (each a "Party", and for purposes of this section, each an "Indemnifying Party"), respectively agree to indemnify, defend through final judgment and hold the other Party (each an "Indemnified Party"), its officers and employees from an against any and all losses and claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) incurred by the Indemnified Party as the result of a claim for bodily injury or death of the Indemnified Party (its officers or employees) or loss or damage to real or tangible personal property of the Indemnified Party (its officers or employees) only to the extent such claim is proximately caused by the negligent act of the Indemnifying Party. This indemnification does not include loss, damage or expense arising from the negligence or willful misconduct of the Indemnified Party (its officers or employees). Except as set out in Paragraph No. 1 of this indemnification section, neither Party undertakes any indemnification obligation with respect to any third party claims.

The Indemnifying Party under this section shall be excused from its obligations under the applicable section if the Indemnified Party fails to: (i) provide prompt written notice of the third party claim, action, or suit to the Indemnifying Party, provided that the failure of the Indemnified Party to provide such notice materially prejudices the Indemnifying Party's defense and/or settlement of such claim, action, or suit; (ii) cooperate with all reasonable requests of the Indemnifying Party in connection with the defense and/or settlement of such

claim, action or suit, at the Indemnifying Party's reasonable expense; and/or (iii) surrender exclusive control to the Indemnifying Party of the defense and/or settlement of such claim, action, or suit.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

- (A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;
- (B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;
FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES INCLUDING EARLY TERMINATION OR SHORTFALL CHARGES.

Termination of Services. Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein. Termination of the Services for any cause shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

Performance Excused. No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

Notices. Notices under this Service Attachment No. 6 shall be sent by first-class U.S. mail, postage prepaid to:

Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: notice@verizonbusiness.com with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal.

And To Customer:

County of Riverside, 6147 Rivercrest, Suite A, Riverside, CA 92507 and County of Riverside, Purchasing and Fleet Services, 2980 Washington Street, Riverside CA 92504.

Notices shall be deemed effective five business days after such mailing.

Miscellaneous

(a) Neither Party will disclose the terms of the Agreement relating to the Services, which is Section A-H of the Agreement, Service Attachment No. 4 and applicable Exhibits, to any other person without the prior written consent of the other Party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either Party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. Section A-H of the Agreement, this Service Attachment No. 4 and applicable Exhibits shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that party's legal representative to draft any of its provisions.

(c) Either Party's failure to enforce any of the provisions of the ILEC Product Guide or the Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.

(d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Verizon will take commercially reasonable steps to provide written notice to County within at least 5 business days of such Verizon assignment. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(e) Services are offered in locations where made available by Verizon in its sole discretion.

(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

(g) **Technology Upgrade.** Upon the mutual written agreement of Verizon and Customer, Customer may change or upgrade their Voice, Asynchronous Transfer Mode* (ATM) or Frame Relay* Services to an advanced technology, provided by Verizon or its Verizon affiliates, without being assessed termination liability, provided the following conditions are met:

- (a) The total value of the new term commitment is equal to or greater than the remaining value of the current term commitment; and
- (b) Verizon or its Verizon affiliates provide the new service via tariff or similar documents, commercial agreements, or on an individual case basis (ICB) contract and;
- (c) The orders to discontinue the existing Service and the order for the new/upgraded service are received by Verizon or its Verizon affiliates at the same time.

The following listing provides some examples of Services and what advanced services a customer can upgrade to:

Service	Upgraded Service
ATM*	Ethernet ,EVPL , ELAN
Frame Relay*	EVPL ,Private IP, T1 or DS3
ISDN PRI	IP Trunking
CentraNet	PRI, HIPC, IP Trunking
Business Lines (1MB) or Trunks	PRI, HIPC, IP Trunking

Customer cannot migrate from Verizon California Inc. Business Line Services to PRI service provided by Verizon's affiliates. Customer cannot migrate from Verizon California Inc. ISDN PRI Services to PRI provided by Verizon's affiliates. The Technology Upgrade applies for migration upward to a service reflecting advanced technologies.

*Note: ATM and Frame Relay Services provided by Verizon are, upon the Effective Date of the Agreement, provided pursuant to the rates, terms and conditions of Verizon's ILEC Product Guide as set out in Service Attachment No. 2. Additional provisions concerning ATM and Frame Relay Services are set out in Section F (Service Migration) of the Agreement and Service Attachment No. 2.

Verizon's ILEC Product Guide, Sections A-H of the Agreement, this Service Attachment No. 4 (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any Party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each Party.

Verizon Company Name: Verizon California Inc. (referred to in this Exhibit as “Verizon”)
 In its capacity as an Incumbent Local Exchange Carrier

State: California (Government)

Customer Name: County of Riverside

1. Service Description

1.1 **Service Charges and Operational Requirements.** Customer agrees to purchase the following Services from Verizon at the per unit rates set forth below, which will be fixed during the Service Period and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to Verizon’s standard rates and charges as set out in the applicable ILEC Product Guide, or under a separate contract arrangement or formal amendment to the Agreement. Customer shall provide to Verizon at each Customer location a suitable and secure environment for placement of the facilities and equipment to be used by Verizon to provide such Service. Such environment shall include, but not be limited to, the requisite conduit and cabling, entrance facilities and, as required by Verizon for particular Services, an uninterruptible power supply.

Service Description	Initial Qty	Minimum Qty	Non Recurring Charges	Monthly Recurring Charges
Business Measured Rate Service - Each Individual Line	101	76	Guide	\$16.00
Multiline Measured Rate Service - Each Individual Line	1,020	765	Guide	\$16.00
Three-Way Calling	-	-	Guide	\$3.60
Call Waiting with Cancel Call Waiting	-	-	Guide	\$5.75
Call Forwarding Variable	-	-	Guide	\$3.25
Caller ID - Name and Number with ACRJ	-	-	Guide	\$3.25
CentraNet Station Line	830	623	Guide	\$5.70
Unlimited Local and Toll Usage for Business - per Centranet Station Line	830	-	Guide	\$2.65
Feature Package 1000	700	-	Guide	\$2.00
Feature Package 2000	130	-	Guide	\$3.00
Feature Package 3000	-	-	Guide	\$3.75
Call Block	-	-	Guide	\$2.75
Caller ID – Number	-	-	Guide	\$5.75
Multi-line Hunting			Guide	\$0.10

	-	-		
Central Office Trunks - Riders on PRI/T1	253	-	Guide	\$4.00
Central Office Trunks, each	294	-	Guide	\$20.00
PRI Trunks	-	-	Guide	\$20.00
DID / DIOD Trunk, each	55	41	Guide	\$20.00
DID Trunks - Riders on PRI/T1	-	-	Guide	\$4.00
PBX Trunks	-	-	Guide	\$20.00
Direct Inward Dialing - Each Block of 100 numbers (Option 2)	5	4	Guide	\$15.00
Direct Inward Dialing - Each Block of 20 numbers (Option 2)	8	6	Guide	\$4.00
DID Trunk Termination per trunk	55	41	Guide	\$5.00
DCS Digital Channel Capacity, per system - 24 Digital Channels	3	-	Note 7	\$335.00
DCS Digital Channel Capacity, per system - 48 Digital Channels	1	-	Note 7	\$440.00
DCS Digital Channel Capacity, per system - 72 Digital Channels	1	-	Note 7	\$545.00
DCS Digital Channel Capacity, per system - 96 Digital Channels	-	-	Note 7	\$755.87
DCS Digital Channel Capacity, per system - 120 Digital Channels	-	-	Note 7	\$944.83
DCS Digital Channel Capacity, per system - 144 Digital Channels	-	-	Note 7	\$1,133.80
DCS Digital Channel Capacity, per system - 192 Digital Channels	-	-	Note 7	\$1,511.73
DCS Digital Channel Capacity, per system - 240 Digital Channels	-	-	Note 7	\$1,889.66
DCS Digital Channel Capacity, per system - 288 Digital Channels	-	-	Note 7	\$1,943.65
DCS Digital Channel Capacity, per system - 384 Digital Channels	-	-	Note 7	\$2,591.54
DCS Digital Channel Capacity, per system - 480 Digital Channels	-	-	Note 7	\$2,834.50
DCS Digital Channel Capacity, per system - 576 Digital Channels	-	-	Note 7	\$3,401.39
DCS Digital Channel Capacity, per system - 672 Digital Channels	-	-	Note 7	\$3,217.94
DCS Digital Channel Capacity, per system - 1344 Digital Channels	-	-	Note 7	\$4,379.47
DCS Digital Channel Capacity, per system - 2016 Digital Channels	-	-	Note 7	\$4,419.65
Digital Channel Activation, per Channel	112	-	Note 7	\$1.35
DCS Service Activation, per network svc - Analog Svc (exchange line, trunk, CentraNet line)	65	-	Note 7	\$3.60

ILEC ISDN-PRI Access System - Measured Voice/Data without DS1 Switched Facility without port access	4	3	Guide	\$275.00
ILEC ISDN-PRI Access System - Measured Voice/Data with DS1 Switched Facility w/port access	18	14	Guide	\$320.00
PRI Access System – Unlimited Voice & Measured Data w/ DS1 Facility	-	-	Guide	\$390.00
ISDN PRI Port 23 B channels bundled	53	40	Guide	\$300.00
Calling Line Identification with Number only	-	-	Guide	\$0.00
Calling Name Display	-	-	Guide	\$35.00
DID/DOD Service - Additional Telephone Number	15,471	11,603	Guide	\$0.25
ISDN BRI Access - Single User	85	64	Guide	\$7.75
ISDN BRI Multipoint Access - Multiple User	44	33	Guide	\$9.75
DID/DOD B Channel, per Channel	253	190	Guide	\$4.00
Business VMS - Message Box per Centranet Line	50	38	Guide	\$4.00
Local Measured Usage Service (LMS), per MOU - Statewide Average	1,102,513	551,257	Guide	\$0.010
Zone Usage Measurement Service (ZUM), per MOU - Statewide Average	31,797	15,899	Guide	\$0.035
IntraLATA Toll, per MOU	353,708	176,854	Guide	\$0.038
OC3 Single Route where facilities exist	-		\$3,000.00	\$1,649.50
OC12 Single Route CDL @ 30755 Auld Rd.	1		\$3,000.00	\$2,050.00
OC12 CO Node @ MURT-XF	1		\$1,500.00	\$1,975.00
OC12 Single Route CDL @ 210 W. San Jacinto	1		\$3,000.00	\$2,050.00
OC12 CO Node @ PERS-XF	1		\$1,500.00	\$1,975.00
OC12 Single Route CDL @ 832 N. State St.	1		\$3,000.00	\$2,050.00
OC12 CO Node @ HEMT-XF	1		\$1,500.00	\$1,975.00
OC12 Single Route CDL @ 82675 US Hwy 111	1		\$3,000.00	\$2,050.00
OC12 CO Node @ INDI-XG	1		\$1,500.00	\$1,975.00
OC48 CDL (Channel Termination) 832 N. State Str	-		\$6,000.00	\$7,465.00
OC48 CO Node @ HEMT-XF	-		\$3,000.00	\$3,217.00
EMS (ELAN) Access Line - 10Mbps	-		\$1,500.00	\$650.00

EMS (ELAN) Access Line - 100Mbps	-		\$1,500.00	\$1,100.00
EMS (ELAN) Access Line - 1Gbps	-		\$1,500.00	\$1,500.00
InterOffice Mileage, per ALM	-		\$0.00	\$100.00
ERS (EVPL) Premier Access Line - 10Mbps	-		\$1500.00	\$750.00
ERS (EVPL) Premier Access Line - 100Mbps	-		\$1500.00	\$850.00
ERS (EVPL) Premier Access Line - 1GigE	-		\$1500.00	\$1,775.00
InterOffice Mileage, per ALM	-		\$0.00	\$100.00
EVC - Ethernet 5 Mbps Basic	-		\$200.00	\$50.00
EVC - Ethernet 10 Mbps Basic	-		\$200.00	\$100.00
EVC - Ethernet 20 Mbps Basic	-		\$200.00	\$200.00
EVC - Ethernet 50 Mbps Basic	-		\$200.00	\$500.00
EVC - Ethernet 100 Mbps Basic	-		\$200.00	\$1,000.00
EVC - Ethernet 250 Mbps Basic	NA		NA	NA
EVC - Ethernet 500 Mbps Basic	-		\$200.00	\$1,350.00
EVC - Ethernet 1 GigE Basic	-		\$200.00	\$1,600.00

Notes:

- 1) The above charges do not include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed or ILEC Product Guide charges, which are subject to change and which shall be billed to Customer at prevailing rates.
- 2) Services, rates and charges provided at or from Verizon's tariff or ILEC Product Guide are subject to change; prevailing applicable services, rates and charges will be billed to Customer.
- 3) The Initial Quantity of Service shown above depicts Service currently installed under prior Verizon contract or Tariff service arrangement.
- 4) Non-recurring installation charges do not apply to the Initial Quantity of Service.
- 5) Service order charges from Verizon's ILEC Product Guide shall apply for all additional quantities of Service ordered during the Term Period (including Extended Term Period)
- 6) Non-recurring Service installation charges (NRCs), which are separate from service order charges, shall apply for all additional quantities of Service ordered during the Term Period (including Extended Term Period). For those Services in the Table above reflecting "Guide" for the applicable NRC, such NRC shall be applied at the prevailing charge published in Verizon's IELC Product Guide. For Services in the Table above reflecting a specified rate or charge for the applicable NRC, such NRC shall be applied at the rate shown above and in the manner consistent

with Verizon's ILEC Product Guide. Any other work, services or facilities required will be provided subject to prevailing ILEC Product Guide rates and charges.

7) Digital Channel Service was grandfathered effective October 3, 2011 and further limited effective November 3, 2012. As reflected in Verizon's ILEC Product Guide (Section 10.I, Sheet 2), Customer may no longer make moves, adds or changes with respect to currently installed Digital Channel Service.

8) Effective February 15, 2013, Frame Relay Service is grandfathered as reflected in Verizon's ILEC Product Guide (Section 11.C, Sheet 44).

9) Elements required per Service circuit or system ordered depend on circuit configuration. In the event the ordered quantity does not show the correct quantity or elements required to provide the requested Service, the actual quantity and elements required will be charged in accordance with the rates set forth above or from Verizon's ILEC Product Guide.

1.2 Special Construction. Additional charges may be required if suitable facilities are not available to provide new Service at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Service, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then the affected Services (which cannot be provided without additional facilities) will not be installed or will be subject to termination by Verizon without application of the termination charges described above. The rates and/or charges for Special Construction will be addressed on an individual case basis and are subject to change in the event Verizon encounters unforeseen conditions or circumstances that increase Verizon's cost of performing the Special Construction. Customer must provide access to all sites as needed by Verizon personnel to provide such Special Construction. Special Construction shall be performed during Verizon's standard work intervals and normal working hours. Verizon's obligation to provide Special Construction hereunder is contingent upon Verizon's ability to obtain the required permits if applicable. Verizon shall at all times retain ownership of the Special Construction. Services requiring Special Construction will be addressed by formal amendment to this Service Attachment No. 4 and Exhibit A with applicable rates and charges set out therein; such formal amendment shall be signed and dated by Customer and Verizon.

1.3 Minimum Commitment and Shortfall. Customer shall be required to subscribe to a minimum of lines or quantities of Service, on a per Service basis, as set out in the Table in Section 1.1 above at all times during the Service or Term Period, including Extended Term Period (the "Minimum Line Obligation"). Verizon will review Customer's accounts periodically to determine if Customer has met the Minimum Line Obligation. If Customer does not meet the Minimum Line Obligation, Customer will be subject to a "Shortfall Liability" charge equal to the difference in quantity between the Minimum Line Obligation and the actual number of lines in service multiplied by the Monthly Line Rate identified above for every month of the applicable Term Period (including Extended Term Period) in which the Minimum Line Obligation is not met (the "Commitment Amount"). Customer will at all times be responsible for charges for the actual number of lines or Service quantities in service.

2. Term Period/Period of Performance and Survival. Consistent with Section E of the Agreement, the Initial Term Period of this Exhibit shall be one (1) year from the Effective Date of the Agreement, with up to four (4) subsequent automatic renewal Term Periods ("Extended Term") in consecutive one (1) year increments, unless Customer provides to Verizon written notice of its intent not to extend the Agreement and Services into the next upcoming one (1) year Extended Term Period at least sixty (60) business days prior to the end of the then current one (1) year Term Period (Initial or Extended).

In the event Customer and Verizon mutually agree to continue the Agreement after the end of the fourth or final one-year Extended Term Period, such extension of the Agreement shall be by formal written amendment to the

Agreement, signed and dated by Customer and Verizon prior to the expiration date of the then current Extended Term Period.

Unless otherwise extended by formal amendment as described in the preceding paragraph, at the end of the fourth and final one (1) year Extended Term Period, in order to avoid Service interruption, Services will revert to the prevailing rates, terms and conditions in Verizon's applicable Tariffs (as defined below, including Verizon's Service Publication and Price Guide, its Tariffs and its ILEC Product Guide) for the minimum term period available therein if Verizon has not received Customer's written notice to discontinue Services.

The terms of Section A-H of the Agreement, Service Attachment No.4 and this Exhibit will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

For Services provided solely pursuant to Verizon's Tariffs or ILEC Product Guide, Section E and this Section 2 shall not apply and the term period for such Services, including any renewal or extension term period(s), shall be as set out in the applicable sections of Verizon's prevailing Tariffs and ILEC Product Guide, which are subject to change consistent with applicable law and regulation

The Initial Quantity of Service described in this Exhibit refers to existing Services which were installed under prior Verizon contract or service arrangement, For the Initial Quantity of Service, the In-Service Date is the Effective Date of the Agreement. The In-Service date for Service circuits added during the Term Period (or Extended Term Period) shall be the date, after the Effective Date of the Agreement, on which Verizon's provisioning has been completed and the subject Service circuit(s) are available for Customer's use at the applicable Customer location.

3. Additional Quantities of Service. Customer may order additional quantities of Service, at the same or new locations, at the rates set forth above throughout the Term Period (including Extended Term Period) described in Section 2 preceding using Verizon's normal ordering processes, provided that such new Service locations are wholly located within Verizon's incumbent local exchange service area and provided that Service to those locations (including existing Service location(s) is technically and commercially available, including but not limited to availability of adequate facilities for Service. Verizon will advise Customer if Verizon cannot offer the rates and charges shown above for the new Service (additional quantity or new location) and/or if additional charges, including Special Construction charges, will apply. The Service or Term Period for all Services ordered hereunder shall be coterminous.

4. Additional Charges – Additional Facilities or Work. Additional charges may be applicable if suitable facilities are not available to provide Services at any locations under this Exhibit, or if any additional work or other services are requested by Customer or otherwise necessitated in order to provide the Service(s) described herein or pursuant to subsequent orders. Verizon will inform Customer of any such applicable charges, and Verizon will install such facilities, perform such additional work or provide such other services only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then Verizon shall be excused from providing the affected Service or work. All other Service or work not so affected shall proceed in accordance with the terms and conditions herein.

5. Termination Charges.

a. Except for the EMS (ELAN) and ERS (EVPL) Services listed in the Table in Section 1.1 above, if Customer cancels the Agreement in whole or in part with respect to the Services provided under this Exhibit or terminates any Service prior to the expiration of the Service or Term Period (including Extended Term Period), Customer shall pay to Verizon a termination charge equal to twenty-five (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the then applicable one (1) year Term or Service Period (including Extended Term Period). If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the In-Service date for the Services in this Exhibit, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.

Exceptions to the application of termination charges contained in Verizon's applicable ILEC Product Guide or Tariff do not apply to the Services provided pursuant to this Exhibit.

b. For the EMS(ELAN) and ERS (EVPL) Services listed in the Table in Section 1.1 above, if Customer cancels the Agreement in whole or in part with respect to the Services provided under this Exhibit or terminates any Service prior to the expiration of the Service or Term Period (including Extended Term Period), Customer shall pay to Verizon a termination charge equal to seventy-five (75%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the then applicable one (1) year Term or Service Period (including Extended Term Period). If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the In-Service date for the Services in this Exhibit, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. Exceptions to the application of termination charges contained in Verizon's applicable ILEC Product Guide or Tariff do not apply to the Services provided pursuant to this Exhibit.

6. Additional Provisions

6.1 **Conditions.** The Parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

7. The Service shall be provided to Customer under the terms hereof at Customer locations which are wholly located within Verizon's incumbent local exchange service franchise territory, provided that Service to those locations is technically and commercially available and subject to the availability of adequate facilities. A list of Customer Locations for the Service is included in the Agreement as Appendix 1. Appendix 1 shall be subject to change without formal amendment during the Term Period (including Extended Term Period) of the Agreement. Customer and Verizon shall work cooperatively to update Appendix 1 as applicable

CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("CenturyLink") and County of Riverside ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink reserves the right to withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink before **March 31, 2013**. Using CenturyLink's electronic signature process for the Agreement is acceptable.

COUNTY OF RIVERSIDE

**QWEST COMMUNICATIONS COMPANY, LLC D/B/A
CENTURYLINK QCC**

Authorized Signature
John J Benoit

Name Typed or Printed
Chairman, Board of Supervisors

Title

Date

Authorized Signature
Patrick Gould

Name Typed or Printed
REGIONAL MANAGER - CA GES

Title
3.13.2013

Date

Customer's address for notices: County of Riverside, Purchasing & Fleet Services
2980 Washington Street, Riverside, CA 92504
Customer's facsimile number: (951)955-3730
Person designated for notices: Procurement Contract Specialist - RCIT

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* 3/14/13
NEAL R. KIPNIS DATE

1. **Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage™ Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

- Domestic iQ Networking Service Exhibit
- SIP Trunk Service Exhibit
- Domestic Voice Service Exhibit
- International Voice Informational Pricing Sheet
- Local Access

1.1 USE BY AUTHORIZED AFFILIATES

CenturyLink agrees to extend the same pricing and terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in the State of California, as agreed to by Customer ("Authorized Affiliates"). It is understood that Authorized Affiliates shall make purchases in their own name, make direct payment, and be liable directly to CenturyLink; and Customer shall in no way be responsible to CenturyLink for Authorized Affiliates' purchases.

Each Authorized Affiliate must execute and deliver to CenturyLink a "Authorized Affiliate Acknowledgment", a copy of which is attached to this Agreement as Attachment A and is incorporated by reference herein. CenturyLink reserves the right to condition provision of Service to any potential Authorized Affiliate: (a) who, in CenturyLink's sole discretion, presents an undue risk of nonpayment, refuses to comply with CenturyLink's deposit requirements, or does not pass a credit check; or (b) if CenturyLink reasonably believes that such potential Authorized Affiliate's use of the Service would violate the provisions of any applicable Service Schedule or Tariff, any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that potential Authorized Affiliate.

Any order by a Authorized Affiliate shall be governed in the following order of precedence: terms and conditions of this Agreement, the CenturyLink promotion and the Authorized Affiliate's purchase order. In the event there are terms and conditions on a purchase order, Centurylink Reserves the right to reject such terms and conditions.

1,2 Authorized Affiliate Administrative Fee. Customer will receive an Administrative Fee of 2% based on the revenues under this Agreement for all services with Authorized Affiliates signed up under the Authorized Affiliate Acknowledgement. The fee will be calculated no later than the 15th of the month following the end of each calendar quarter and returned to the County of Riverside general account (#72959526) no later than the second full billing cycle following the end of the quarter.

2. **Term.** Customer selects the following "Initial Term" of the Agreement: One Year. ("Initial Term"), 600051 code (QLAGESZ). The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew on an annual basis under the same terms for four (1) one-year renewal periods (a "Renewal Term") if not terminated earlier in accordance with the Agreement. If Customer continues to use Services after the expiration of the initial one-year Renewal Term, the Agreement will automatically renew on a month-to-month basis until either party provides 60 days notice to terminate the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; OMR #N40394 (QLAGESZ)

CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT

provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. Payment. CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com.

5. Confidentiality. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement.

6. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

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

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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

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

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

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

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

10. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is

CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT

alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11. Termination.

11.1 Service. Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

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

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

12. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations, including but not limited to applying for Universal Service Fund Discounts as described in the Federal Communications Commission Docket No. 96-45; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13. Miscellaneous.

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

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

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

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

13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

13.6 Installation, Maintenance and Repair

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CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT

- (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.
- (b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.
- (c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.7 Governing Law; Dispute Resolution.

- (a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.
- (b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located in California without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Riverside, CA.
- (c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.
- (d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

13.8 No Resale; Compliance. Customer must not resell the Services and its use of Services must comply with all applicable laws.

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

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

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

13.12 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above and County of Riverside-RCIT, 6147 Rivercrest Drive, Suite A, Riverside, CA 92507 . All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

13.13 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: Dublin Service Center, GBM Disconnects, 4650 Lakehurst, 2nd Floor Disconnect Center, Dublin, OH 43017, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.14 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

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CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT

14. Definitions.

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

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at qwest.centurylink.com/legal/.

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

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

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

"Convenience" means any reason other than for Cause.

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

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 5% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

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

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

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

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

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

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_qcc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

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

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

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

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

CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT

**ATTACHMENT A
AUTHORIZED AFFILIATE ACKNOWLEDGEMENT**

("Authorized Affiliate") represents and warrants that it is an eligible purchaser under the County of Riverside CenturyLink Loyal Advantage Agreement dated _____, stored under Qwest Content ID Number _____, and is therefore eligible to purchase CenturyLink telecommunication services) (the "Service(s)") as set forth in the *CenturyLink Loyal Advantage* Agreement by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") and County of Riverside ("Agreement"), which is hereby incorporated by reference. This Authorized Affiliate Acknowledgement ("Acknowledgement") shall not be binding unless and until accepted and executed by CenturyLink. The undersigned Authorized Affiliate is executing this Acknowledgement for the purpose of receiving telecommunications services from CenturyLink, pursuant to and at the rates, charges and discounts set forth in the Agreement, including any subsequent additions or modifications to such rates, charges and discounts. Authorized Affiliate shall be subject to and agrees to abide by all terms and conditions of the Agreement.

Subject to the terms and conditions contained herein, this Acknowledgement shall become effective the first day of the next billing cycle following the date of both parties' signatures below ("Effective Date").

CenturyLink may terminate this Acknowledgement if: (i) Authorized Affiliate ceases to fully satisfy the definition of "Authorized Affiliate" as set forth above; (ii) the term of the Agreement entered into by and between CenturyLink and County of Riverside terminates; or (iii) Authorized Affiliate fails to perform a material obligation under this Acknowledgement. If CenturyLink requests in writing, Authorized Affiliate shall provide within five (5) days of receipt of such request a written certification by an authorized officer of Authorized Affiliate certifying that Authorized Affiliate is eligible to receive Service pursuant to this Acknowledgement. Authorized Affiliate's obligation to provide eligibility representations is deemed a material obligation under this Acknowledgement.

If the Agreement by and between CenturyLink and County of Riverside is terminated, Service will be provided to Authorized Affiliate on a month-to-month basis and at the standard rates for which the Authorized Affiliate individually qualifies, until and unless terminated by the Authorized Affiliate upon 30 days notice.

Authorized Affiliate may terminate this Acknowledgement at any time upon thirty (30) days written notice to CenturyLink without early termination liability, except that Authorized Affiliate shall be responsible for any amounts due including early termination or cancellation charges set forth in the Agreement or applicable Service Exhibit if a particular service is cancelled prior to the end of its minimum service term.

Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either party, and any such attempted assignment shall be void and of no effect without the advance written consent of the other party, such consent not to be unreasonably withheld or delayed; provided, however, that such consent shall not be required if (i) either party assigns this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, unless the Affiliate or surviving entity is a direct competitor of the other party, or (ii) CenturyLink assigns its right to receive and collect payments hereunder. Authorized Affiliate will not be considered a third party beneficiary under the Agreement.

Except as otherwise provided herein, all required notices must be in writing and sent to CenturyLink at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department. Except as otherwise provided herein, all notices will be deemed given: (i) when delivered in person to the recipient named above; (ii) when delivered via overnight courier mail; (iii) via registered or, certified or prepaid U.S. mail; or (iii) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth above. Any Service termination notices must be sent via mail, facsimile or e mail to: CenturyLink, Attn.: Dublin Service Center, GBM Disconnects, 6000 Parkwood Place, 5th Floor Disconnect Center, Dublin, OH 43017 FAX: 866.887.6633, e-mail: GBMdisconnects@qwest.com.

Understood and Agreed:

Authorized Affiliate:

**Qwest Communications Company,
LLC d/b/a CenturyLink QCC**

Authorized Signature

Authorized Signature

Print Name and Title

Name

Street Address

Title

City, State Zip

Date

Date

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

1. **General.** CenturyLink QCC will provide Domestic CenturyLink IQ® Networking Service ("Service") under the terms of the Agreement and this Service Exhibit.
2. **Service.**
 - 2.1 **Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity. Service includes ports ("Ports"), features, and network management capabilities. The rate of data transmission and features vary based on the type of Port ordered. Service does not include local access or customer premises equipment ("CPE"), which may be separately purchased from CenturyLink.
 - 2.2 **Ports.** CenturyLink offers Service in a variety of speeds and in the following three Port types:
 - (a) **Internet Port.** Internet Ports provide public Internet connectivity. If Customer uses frame relay local access to an Internet Port, Customer can burst beyond the applicable committed information rate to full Port speed based upon bandwidth availability.
 - (b) **Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.
 - (c) **Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.
 - 2.3 **Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature for all Ports. The feature, available as Select Management or Comprehensive Management, provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port with CenturyLink's prior approval. The NMS management types are set forth in more detail below:
 - (a) **Select Management.** Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink. Select Management also includes complete fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.
 - (b) **Comprehensive Management.** Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.
 - (c) **Monitor and Notification.** Monitor and Notification is an optional NMS feature that can be used for Customer owned devices that do not support SNMP and are not connected to any CenturyLink IQ Networking Ports. CenturyLink will monitor the Customer devices 24x7x365 for up/down status and notify Customer of faults. Customer is responsible for any trouble shooting and repair of Customer owned devices. This feature does not include any of the Select Management or Comprehensive Management features.
 - (d) **CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.
 - (e) **Customer Responsibilities.**
 - (i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault OMR #N40394 (QLAGESZ)

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isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 2) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

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

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

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. If Customer orders the feature, Customer must order it for all of its Private Ports and Enhanced Ports and include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal.

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

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

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

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

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

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

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Backbone Prioritization is realized during periods of high network congestion. Backbone Prioritization may not be available at all locations or with Multicast in certain circumstances.

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

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

4.1 Pricing Methodologies.

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

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

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

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and NMS feature, if applicable) begins on the Start of Service Date for that Port and continues for 5 years ("Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated NMS) will have its own Start of Service Date. Upon expiration of a Service Term, Service (and associated NMS) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port or NMS is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its initial Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" OMR #N40394 (QLAGESZ)

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equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term (or Upgrade Service Term), if any, plus (b) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Service Term (or Upgrade Service Term) beyond the first 12 months, plus (c) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

5.3 Waiver of Cancellation Charges.

(a) Upgrades. CenturyLink will waive the Cancellation Charges if Customer: (i) upgrades the Port to a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology. All upgraded Ports must have a Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit.

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

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

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

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

9. SLA. Service is subject to the CenturyLink IQ Networking service level agreement ("SLA"), and the NMS feature is subject to the NMS SLA each located at qwest.centurylink.com/legal/, which are subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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PRICING ATTACHMENT**

1. Pricing.

1.1 Network Management Service MRCs.

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

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

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

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

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

1.2 CenturyLink IQ Networking Features.

(a) End to End Performance Reporting. The following MRC is in addition to each Private Port or Enhanced Port's MRC.

Description	MRC
End to End Performance Reporting	\$25.00 per Port

1.3 Port Pricing Tables. Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Port and Enhanced Ports does not change depending on which type of access to the Port is used. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

(a) Flat Rate List Pricing.

Flat Rate	NRC	Internet Port		Private Port MRC	Enhanced Port MRC
		FR Access MRC	Other Access MRC		
DS1	\$150.00	N/A	N/A	\$195.00	N/A
Ethernet	\$150.00	N/A	N/A	\$405.00	N/A
Fast Ethernet	\$150.00	N/A	N/A	\$1,155.00	N/A
Gigabit Ethernet	\$150.00	N/A	N/A	\$5,575.00	N/A

(b) Tiered List Pricing.

Tiered Fast Ethernet (100 Mbps)	NRC	Internet Port		Private Port MRC	Enhanced Port MRC
		FR Access MRC	Other Access MRC		
20 Mbps	\$150.00	N/A	N/A	\$465.00	N/A
50 Mbps	\$150.00	N/A	N/A	\$850.00	N/A
Tiered Gigabit Ethernet (1000 Mbps)	NRC	Internet Port		Private Port MRC	Enhanced Port MRC
		FR Access MRC	Other Access MRC		
200 Mbps	\$150.00	N/A	N/A	\$2,200.00	N/A
300 Mbps	\$150.00	N/A	N/A	\$3,160.00	N/A
400 Mbps	\$150.00	N/A	N/A	\$3,550.00	N/A
500 Mbps	\$150.00	N/A	N/A	\$4,160.00	N/A

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600 Mbps	\$150.00	N/A	N/A	\$4,680.00	N/A
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ATTACHMENT 2

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

County of Riverside ("Customer")

and

Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink")

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

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

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

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

County of Riverside

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
SIP TRUNK SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide SIP Trunk ("SIP Trunk" or "Service") under the terms of the Agreement and this Service Exhibit.

"ANI" means automatic number identification.

"Approved Connectivity" means a CenturyLink IQ™ Networking Private Port, CenturyLink IQ Networking Enhanced Port with Secure IP Gateway or CenturyLink IQ Networking Internet Port. All Approved Connectivity used with Service, whether Internet Port, Private Port or Enhanced Port, must support QoS.

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

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the CenturyLink Control Center Business portal (<https://controlcenter.centurylink.com>), which may be the 911 location of a customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/qcc_info_services.pdf and which is subject to change. Unless otherwise provided in the Pricing Attachment, the ISS contains the current rates for domestic and international Off-Net Calls and toll free calls.

"Local Session" means a Session used for the origination and termination of local and long distance telephone calls.

"MATR" means minimum average time requirement.

"Net Rates" are in lieu of all other rates, discounts, and promotions.

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

"On-Net Calls" means calls between the Service and any of SIP Trunk, Managed VoIP, CenturyLink™ Broadband Phone Service, Analog VoIP, Digital VoIP, or Integrated Access services that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network.

"Ported Telephone Number" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN, Remote DID or 8xx TN.

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

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Remote DID TN" means a telephone number in a rate center where the Customer may not have a physical presence. These telephone numbers are for inbound use only and do not support outbound calling, including emergency services.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

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

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

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

"TN" means a telephone number.

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

"Usage Session" means a Session used for the termination of inbound toll free or Remote DID service.

2. Service.

2.1 Description. Service provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, toll-free and Remote DID traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity.

2.2 Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net calls are included in the Service MRC. The local calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on Customer's physical location.

2.3 Optional Services. The following optional services are available for the additional charges shown in the Pricing Attachment or other pricing document identified below.

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
SIP TRUNK SERVICE EXHIBIT**

- (a) **Directory Assistance.** A flat per call charge applies to directory assistance.
- (b) **IP Diversity.** Customer may order more than one CenturyLink IQ Networking port for the purpose of maintaining diverse IP access to the Service. Redundant CenturyLink IQ Networking ports will be purchased separately under the CenturyLink Domestic Network Diversity Service Exhibit for an additional charge. In order for Customer to use CenturyLink IQ Networking port diversity with the Service CenturyLink must configure the Service to make use of the diverse ports. An IP Diversity NRC will apply for such configuration.
- (c) **Directory Listings.** An additional MRC applies to each basic business white page listing of a telephone number. White page listings are not supported for Remote DIDs.
- (d) **Off-Net Long-Distance:** Unless otherwise provided in the Pricing Attachment, Off-Net Calls are available at the per minute rates for domestic and international Long Distance service shown in the ISS. Additional per minute charges may apply to each Off-Net Call leg of a conference call.
- (e) **Usage-Based Trunk Groups.** Customer may direct long distance calls to a usage-based Trunk Group. Off-Net LD calls directed to a usage-based Trunk Group will incur usage charges, but will not be charged a per Session charge. LD usage-based trunks are not intended to be used for placing local calls, including 911 calls. Since CenturyLink cannot always capture and provide the correct end user location for 911 calls when made over LD usage-based trunks, 911 calls placed over those trunks may not route to the proper PSAP. In those circumstances, CenturyLink may need to route the 911 call to a default national emergency call routing center, and additional third-party charges may apply. If CenturyLink incurs such additional third-party charges, CenturyLink may bill Customer for such charges. Additionally, Customer acknowledges that if it sends local calls down a usage-based Trunk Group, those calls will incur charges at the Off-Net LD rate. To avoid incremental LD charges on local calls, Customer must configure its PBX to send all local calls to a Session-based Trunk Group.
- (f) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_qcc_ops_t.pdf.
- (g) **Dedicated VoIP Interconnect.** Dedicated VoIP Interconnect provides Customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with completely separate VPN access to the first network element of the Service. An additional NRC and MRC apply for this Dedicated VoIP Interconnect option. Standard Service (i.e., without the Dedicated VoIP Interconnect option) provides customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with shared VPN access to the same elements at no additional cost.
- (h) **Remote DID.** Remote DID service is a usage billed service that provides Customer with a Remote DID TN in any rate center covered by the Service for inbound calling only. CenturyLink does not support directory listings (either white, blue or yellow page) for Remote DID telephone numbers, and Customer may not purchase or otherwise arrange for directory listings for Remote DID telephone numbers with other providers of directory listings. Remote DID TNs do not support outbound calling, including emergency services (911) calls, and Customer is strictly prohibited from using any Remote DIDs in connection with any outbound calls on the CenturyLink network or any other network, or from reconfiguring Service or any Remote DIDs to support such use, either by originating calls via the Remote DID or by using the Remote DID as an identifier for any outbound calls. If Customer fails to comply with the terms of this Section, CenturyLink may (i) immediately suspend or terminate the Remote DID Service (without notice or opportunity to cure), and (ii) CenturyLink will charge Customer an additional \$0.04 per minute of use for all Remote DID service provided to Customer from and after the date of any violation of this Section. Any charges owing by Customer to CenturyLink, its affiliates or third party vendors under this Section will be in addition to any and all other charges that may be due and owing under the Agreement.
- (i) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE. If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.
- (j) **Enterprise Diversity.** Customer may purchase optional Enterprise Diversity with the Service. Enterprise Diversity provides a standby Enterprise Session Pool that is only accessible by Customer when the network switch where the pool is built is out of service. The standby pool is a mirrored copy of the primary pool. Enterprise Diversity may provide diverse physical access to the Service. Enterprise Session Pooling is required to enable Enterprise Diversity. Enterprise Diversity applies to all pools within the Enterprise. "Enterprise" means company-wide across all Customer locations.
- (k) **Site/Switch Diversity.** Customer may purchase optional Site/Switch Diversity with Enterprise Diversity Service. Site/Switch Diversity provides a second SIP Trunk Group that homes to a different network facility in the CenturyLink network than the primary Trunk Group. Site/Switch Diversity does not provide diverse physical access to the Service. Enterprise Diversity is required to enable Site/Switch Diversity at a site level.
- (l) **Enterprise Session Pooling.** Customer may purchase optional Enterprise Session Pooling with the Service. Enterprise Session Pooling enables Customer to share SIP Trunk Sessions among SIP Trunk termination locations. CenturyLink provides the first Flat Session Pool at no charge. Additional Flat Session Pools after the first one will be charged as shown in the Pricing Attachment.

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Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools.

(m) Toll-Free. Inbound Toll Free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Unless otherwise provided in the Pricing Attachment, rates for domestic and international Toll Free service are in the ISS.

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

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

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

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

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

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

(iv) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

ITFS/UIFN In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of OMR #N40394 (QLAGESZ)

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limitation is located in the "ITFS/UIFN Availability Matrix". CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

CenturyLink cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. CenturyLink does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are: Argentina, Australia, Belgium, Brazil, China, Denmark, Finland, France, Germany, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, South Korea, Luxembourg, Macau, Malaysia, Netherlands, New Zealand, Norway, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, and United Kingdom. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s). Unless otherwise provided in the Pricing Attachment, all rates are located in the ISS.

(c) Connectivity. As of the effective date of this Service Exhibit, the Service may only be used with Approved Connectivity. Customer must purchase Approved Connectivity separately. CenturyLink may add to the Approved Connectivity list from time to time. The then current list of Approved Connectivity is available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity.

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

(e) Unsupported Calls. The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. Additional information regarding potential issues with Remote BLAs is found in the "911 Emergency Service" section of this Service Exhibit.

(f) Area of Use. The Service is intended to be used only at one of the Customer PPU locations in the 48 contiguous United States and Hawaii. Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the 48 contiguous United States and Hawaii, they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

(g) Use of Service at a Temporary Location. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the CenturyLink Business portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the CenturyLink Control Center Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the CenturyLink Control Center Business portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

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

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

(j) Power Outages; Network Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Approved Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; (vi) the IP enabled devices used with the Service; or (vii) customer's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) above, Customer may move the IP handset only.

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

(l) Telephone Numbers. Customer must provision at least one TN for use with the Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local and local toll services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. CenturyLink will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

(m) Trunk Group Utilization. Customer must maintain a peak utilization of Trunk Groups used to support usage-based services of 60 percent or higher. "Peak utilization" means the maximum utilization for a Trunk Group reached at any point during the month. Each month, CenturyLink will calculate the peak utilization over Customer's usage-based Trunk Groups. If peak utilization is less than 60% for three consecutive months, CenturyLink reserves the right to reduce the number of Sessions in the affected usage-based Trunk Group such that the peak utilization of the Trunk Group is at least 75%.

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

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

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

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3. 911 Emergency Service.



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

3.1 Required Federal Communications Commission ("FCC") Warning. *The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using SIP Trunk Service and bundles or packages that include SIP Trunk Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from a mobile device. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (i) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the 48 contiguous United States and Hawaii, or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location - until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); (vi) while maintenance work is being performed; or (vii) if Customer's area does not have 911 emergency service. Additionally, CenturyLink does not support Remote BLAs on IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.*

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

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

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

3.4 Customer Must Notify End Users of 911 Limits. *Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with SIP Trunk, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services.*

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

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

PRINT CUSTOMER COMPANY NAME: _____ **COUNTY OF RIVERSIDE**
PRINT CUSTOMER REPRESENTATIVE'S NAME: _____
CUSTOMER REPRESENTATIVE'S INITIALS: _____

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will conclude upon the termination of the last-to-terminate Service ordered hereunder. Either party may cancel Service by providing notice of such cancellation to the other party at least 60 days prior to the date of cancellation. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. The initial Trunk Group will have a minimum term equal to 1 year ("Minimum Service Term"). The Minimum Service Term will commence on the Start of Service Date for the initial Trunk Group. Customer will be eligible for Service rates applicable to the Minimum Service Term selected. Trunk Groups added after the initial Trunk Group will be coterminous with the initial Trunk Group, and will receive the same Service rates as the initial Trunk Group. If prior to the conclusion of the Minimum Service Term (including before the Start of Service Date), Customer cancels Service for reasons other than for Cause, or CenturyLink cancels the Service for Cause, Customer will also be liable for: (i) the amount of any NRCs discounted or waived; (ii) all installation costs and expenses incurred by CenturyLink to install such Service, if applicable; (iii) 100% of the balance of the Session, TN and Remote DID (if applicable) MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any; and (iv) 35% of the balance of the Session, TN and Remote DID (if applicable) MRCs beyond the first 12 months that otherwise would have become due for the unexpired portion of the Minimum Service Term (collectively the "Cancellation Charges").

5. Charges. Charges for the Service are as set forth in the Pricing Attachment. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the ISS or other Web site designated by CenturyLink for that pricing, or providing any other notice to Customer). Remote DID charges can be modified upon 60 days prior written notice to Customer.

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

7. E-Mail Information/Updates. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service.

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1. Net Rates for Specific Customer Locations. The Net Rate MRCs described in this section apply only to the Customer locations identified below.

TN MRC Net Rate for Specific Customer Locations

NPA/NXX	Address	Net Rate MRC per TN	Number of TNs*
951652	880 North State Street Hemet, CA 92543	\$0.10	250
951343	4090 County Circle Drive Riverside, CA 92503	\$0.10	2,500
951222	4080 Lemon Street Riverside, CA 92501	\$0.10	1,000
951304	30755 Auld Road Murrieta, CA 92563	\$0.10	2,500

* Customer may add additional telephone numbers at the above-listed NPA/NXX and customer location(s) at the above-listed rates during the Minimum Service Term by submitting an order to CenturyLink for such additions.

Session MRC Net Rate

Pool Type* (Flat/Usage)	Pool Quantity*	Session Quantity	Net Rate MRC per Session**
Flat Pool(s)	1	4,000	\$10.50
Usage Pool(s)	N/A	6,000	No Charge

* Charge applies after the first Flat Pool. There is no charge for Usage Pools or the Sessions in Usage Pools.

** Customer may add additional Sessions to a Flat Enterprise Session Pool (up to a maximum of 10,000 Sessions) at the above-listed rates during the Minimum Service Term by submitting an order to CenturyLink for such additions.

2. Session and TN MRCs for Other Locations or in Excess of the Quantities Listed Above. The MRCs described below will apply to all Customer locations not listed in Section 1 above, or that are in excess of the quantities listed in that section.

Pricing Component	Net Rate MRC per Session
Flat Local Session (Per Session)	\$30.00
TN Fee (Per TN)	\$0.25

3. Other MRCs Applicable to All Locations. The MRCs described below will apply to all Customer locations where Customer orders the applicable Service component.

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Pricing Component	Net Rate MRC
Remote Direct Inward Dial (Per Remote DID)	\$0.80
SIP REFER (Per Usage Session*)	\$2.00
Business White Pages Listing (Per Listing**)	\$1.95
Enterprise Diversity*** (Per Enterprise****)	\$200.00
VoIP Site/Switch Diversity (Per Service Instance*****)	\$150.00
Dedicated VoIP Interconnect (Per Enterprise****)	\$3,000.00
QoS (Per Service Instance*****)	Waived
Enterprise Session Pooling (Per Flat Pool after First Flat Session Pool) *****	\$200.00

* If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.

** Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") In-Region locations only. In-Region means the areas within the following states where CenturyLink QC is the incumbent local exchange carrier: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. CenturyLink does not support directory listings (either white, blue or yellow page) for Remote DID telephone numbers.

*** When Site/Switch Diversity is ordered with Enterprise Diversity, both applicable charges apply.

**** Per Enterprise means company-wide across all Customer locations.

***** A service instance is a Trunk Group location. A "Per Service Instance" charge will be billed once for each Trunk Group location ordered by Customer, even if Customer orders multiple Trunk Groups to the same location. For example, if Customer orders SIP Trunk service to two separate locations and orders SIP REFER at both locations, Customer will be charged \$500 X 2, or \$1,000 SIP REFER NRC for both locations, plus the applicable SIP REFER MRC shown in the Service MRCs pricing table above.

***** Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools.

4. Service NRCs. The NRCs below will apply to all Customer locations, except as otherwise noted herein.

Pricing Component	5 Year Minimum Service Term
IP Voice Installation (Per Service Instance*)	\$400.00
TN Fee Set Up (Per TN)	\$0.00
TN Porting (Per TN)	\$0.00
Remote Direct Inward Dial Set Up (Per Remote DID)	\$1.00
Remote DID Porting (Per Remote DID)	\$5.00
8xx Service Activation (Per Service Instance*)	\$350.00
SIP REFER Activation (Per Service Instance*)	\$250.00
Enterprise Diversity Setup (Per Enterprise**)	\$300.00
VoIP Site/Switch Diversity Setup (Per Service Instance*)	\$300.00
IP Diversity Setup (Per Service Instance*)	\$500.00
Dedicated VoIP Interconnect Setup (Per Enterprise**)	\$4,000.00
Directory Assistance (Per Call)	\$1.99

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* A service instance is a Trunk Group location. A "Per Service Instance" charge will be billed once for each Trunk Group location ordered by Customer, even if Customer orders multiple Trunk Groups to the same location. For example, if Customer orders SIP Trunk service to two separate locations and orders SIP REFER at both locations, Customer will be charged \$500 X 2, or \$1,000 SIP REFER NRC for both locations, plus the applicable SIP REFER MRC shown in the Service MRCs pricing table above.

** Per Enterprise means company-wide across all Customer locations.

5. **Per MOU[†] Charge.** The per MOU charge listed below will apply to Remote DID usage.

Pricing Component	Rate
Remote DID Usage Charge (per MOU [†])	\$0.01

[†] MOU means minute of use.

6. **Domestic Interstate and Intrastate Off Net Outbound Long Distance and Toll Free Rates.** In lieu of the rates in the ISS, Customer will pay the following rates for domestic interstate and intrastate Off-Net long distance and toll free Service used with SIP Trunk Service.

Domestic Interstate Long Distance	Per Minute Net Rate
<i>Origination - Termination</i>	
Dedicated - Switched	\$0.0130

Domestic Interstate Toll Free	Per Minute Net Rate
<i>Origination - Termination</i>	
Switched - Dedicated	\$0.0130

Domestic Intrastate (including interLATA and intraLATA) Outbound Long Distance By State		Per Minute Net Rate
State	<i>Origination - Termination</i>	
CA	Dedicated - Switched	\$0.0140

Domestic Intrastate (including interLATA and intraLATA) Toll Free By State		Per Minute Net Rate
State	<i>Origination - Termination</i>	
CA	Switched - Dedicated	\$0.0220

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
DOMESTIC VOICE SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink QCC will provide domestic Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Net Effective Rate" means the rates less the Custom Discount. Net Effective Rates are subject to change if there is a change in the underlying rates and/or applicable discount(s), with any such changes to be done in accordance with the terms of the Agreement or this Service Exhibit.

"Net Rate" is in lieu of all other rates, discounts, and promotions, including the CTA Discount.

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

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is subject to change.

2. Service.

2.1 Description. Voice Service consists of domestic Long Distance, domestic Toll Free (including features), domestic Virtual Network Service ("VNS"), domestic worldcard®, and domestic Directory Assistance service. Domestic Long Distance service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free service is also available through switched or dedicated facilities. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. With respect to Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes CenturyLink's trademarks and telephone number; 2) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and 3) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed in the Pricing Attachment, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

2.2 Domestic IP Voice. Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into

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VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at <http://www.qwest.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed Toll Free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with toll free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound Toll Free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed Toll Free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

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

3. Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

4. Charges. As applicable, Customer will pay the rates, Net Rates, Net Effective Rates, and all other charges set forth in the Pricing Attachment, RSS, ISS, Tariff, or Order Form. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates, Net Rates, and Net Effective Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+). Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC. Unless a Net Rate or Net Effective Rate is specified in the Pricing Attachment, domestic Outbound Long Distance and 8XX Outbound, domestic Toll Free (including any features), domestic VNS, and domestic worldcard voice services will be charged at the Agreement rates in the Tariff, ISS, and RSS. Rates and Net Rates will be used for calculating Contributory Charges. Customer represents that it has received from a CenturyLink competitor an offer comparable to the offer in this Service Exhibit for the Services.

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PRICING ATTACHMENT

1. Interstate. For all Interstate Long Distance usage, CenturyLink will bill Customer an 18 second minimum per call and 6 second increments.

Domestic Interstate Outbound Long Distance	Per Minute Net Rate
<i>Origination – Termination</i>	
Dedicated – Switched	\$0.0130
Switched – Switched	\$0.0225
Dedicated – Dedicated (VNS)	\$0.0120

Domestic Interstate Toll Free	Per Minute Net Rate
<i>Origination - Termination</i>	
Switched – Dedicated	\$0.0130
Switched – Switched	\$0.0225

2. Intrastate.

Domestic Intrastate (including interLATA and intraLATA) Outbound Long Distance By State		Per Minute Rates
State	<i>Origination – Termination</i>	
CA	Dedicated – Switched	\$0.0140
CA	Switched - Switched	\$0.0220

Domestic Intrastate (including interLATA and intraLATA) Toll Free By State		Per Minute Rates
State	<i>Origination – Termination</i>	
CA	Switched – Dedicated	\$0.0140
CA	Switched – Switched	\$0.0220

3. LOCATIONS THRESHOLD. The Switched Inbound and Outbound Interstate rates and Dedicated Inbound and Outbound Interstate rates described under the Agreement will be provided to no more than 25 total locations (the "Locations Threshold"). Each location in excess of the Location Threshold requiring Switched Inbound and Outbound Interstate Service or Dedicated Inbound and Outbound Interstate Service will receive standard month-to-month RSS rates in lieu of the rates, discounts and/or credits specified in this Pricing Attachment.

4. INBOUND 8XX FEATURE(S). Customer will pay the following NRCs, MRCs, up to a monthly toll free features cap of \$2,500.00, Change Charges and Surcharges, if applicable, for the Enhanced 8XX Features listed below ("Feature(s)"). Pricing for Features listed below is subject to change without notice and is subject to applicable federal, state and local taxes, fees and surcharges. EZ-Route, Busy Ring No Answer, and Transfer & Release toll free features charges are not included in the toll free features cap.

Feature	NRC	MRC	Change	Surcharge
Alternate Call Routing	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Busy Ring No Answer (BRNA)	\$150.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	\$0.01 per call
Day of Week Routing (DOW)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Day of Year (Holiday) Routing (DOY)	\$50.00 per 8XX	\$0.00	\$50.00 per 8XX	N/A
Dialed Number Identification Service (DNIS)	\$15.00 per 8XX	\$0.00	\$15.00 per 8XX	N/A
Direct Termination Overflow (DTO)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
EZ Route–Enhanced Reporting Manager (ERM)	\$500.00 per 8XX	\$0	\$0	\$0
EZ ROUTE–MENU AND DATABASE *	\$150.00 per 8XX	\$25.00 per 8XX	\$0.00	\$0.03 per call

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EZ Route–Speech Recognition Menu & Database Routing *	\$150.00 per 8XX	\$50.00 per 8XX	\$0.00	\$0.08 per call
EZ Route–Percent Allocation, Time of Day, Day of Week, Area Code & Customer – Entered Digit Routing *	Included with EZ Route	Included with EZ Route	Included with EZ Route	Included with EZ Route
EZ Route–Bridging	\$0.00	\$0.05 per MOU	\$0.00	\$0.00
EZ Route Enhanced Reporting Manager (ERM)	\$500.00	\$0.00	\$0.00	\$0.00
Extended Call Coverage (ECC)	\$0.00	\$0.00	\$0.00	N/A
Geographic Routing (GeoRouting)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Industry Toll Free Directory Assistance	\$35.00 per 8XX (standard) \$100.00 per 8XX (expedite)	\$3.00 per 8XX	\$35.00 per 8XX (standard) \$100.00 per 8XX (expedite)	\$2.00 per query
Menu Routing	\$150.00 per 8XX	\$25.00 per 8XX	\$0.00	\$0.03 per call
Percent Allocation Routing	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Project Account Codes (PAC)	\$15.00 per 8XX	\$15.00 per 8XX	\$15.00 per 8XX	N/A
CenturyLink GeoPlus®	This advanced routing option is only offered through an alliance with AdGeo. Please contact AdGeo directly at 888-947-3100 or visit www.QwestGeoPlus.com Log-in: qwest PIN: qwest1			
Real Time ANI	\$0.00	\$0.00	\$0.00	N/A
Tailored Call Coverage (TCC)	\$50.00 per 8XX	\$0.00	\$50.00 per 8XX	N/A
Time of Day Routing (TOD)	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
Transfer and Release (TnR)	\$1,000.00 per 8XX	\$100.00 per 8XX	\$100.00 per 8XX	\$0.05 per transfer
Control Center for Toll Free	\$0.00	\$0.00	\$0.00	N/A
Super Trunk Overflow	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A
In Switch Overflow Trunk	\$50.00 per 8XX	\$50.00 per 8XX	\$50.00 per 8XX	N/A

* Limited to 150 nodes per application.

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. CenturyLink will provide International Voice Service ("Service") under the terms of the Agreement, RSS, ISS, and this Service Exhibit.

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

2. Service.

2.1 Description. International Voice Service consists of International Outbound Long Distance, International Toll Free and International worldcard®. Except where specified otherwise, for international outbound voice service, the rates specified herein will only apply to international outbound voice service originating in the U.S. (subject to availability) and terminating internationally using land-line facilities and will not apply to international outbound voice service terminating internationally using cellular facilities or, for international inbound voice service, the rates specified herein will only apply to international inbound voice service originating internationally using land-line and cellular facilities. However, airtime is charged for mobile calls. With respect to International Outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN according to the rules below: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THEIR BILLING TELEPHONE NUMBER WILL BE USED AS THE TRUNK GROUP'S CPN; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

2.2 International IP Voice. International IP Voice Service consists of IP international Long Distance and IP dedicated international Toll Free. International IP Voice accepts international dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. International IP Voice also accepts dedicated international Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for International IP Voice services is the same as for non-IP dedicated international Long Distance and Toll Free. International IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of International IP Voice will comply with and be subject to the Service Guide and AUP which are posted at <http://www.qwest.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the Service Guide and AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

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

3. Term. This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

3. Charges. Customer will pay all applicable rates and charges as set forth in the Pricing Attachment, in the RSS, ISS, or Order Form. The per minute rates, country/mobile codes and charges contained in the Pricing Attachment are provided for informational purposes only, but should reflect the applicable rates as of the Effective Date of the underlying Agreement. The rates for International Voice Service are controlled by the RSS and are subject to change. The rates set forth in the Pricing Attachment do not include costs associated with local access. Customer will receive the then-current RSS discount and then-current RSS rates applicable to the Renewal Term during any Renewal Term. If a Term of less than one year is in effect, then Customer will not receive any discounts. No other discounts or promotions will apply.

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All rates are quoted in minutes and will be billed in the following initial and incremental time periods based on traffic type:

International Voice Service	Initial Billing Period	Incremental Billing Period
Outbound U.S. to International	30 seconds	6 seconds
Outbound U.S. to Canada	30 seconds	6 seconds
Outbound U.S. to Mexico	60 seconds	60 seconds

worldcard	Initial Billing Period	Incremental Billing Period
Outbound US to International (excluding Mexico)	30 seconds	6 seconds
Inbound International (excluding Mexico) to US	60 seconds	60 seconds
Outbound International to International	60 seconds	60 seconds
Inbound Mexico to US	60 seconds	60 seconds
Outbound Mexico to Mexico	60 seconds	60 seconds
Outbound Mexico to International	60 seconds	60 seconds
Outbound International to Mexico	60 seconds	60 seconds
Outbound US to Mexico	60 seconds	60 seconds
Inbound Canada to US	30 seconds	6 seconds
Outbound US to Canada	30 seconds	6 seconds
Outbound Canada to International (excluding Mexico)	30 seconds	6 seconds
Outbound International (excluding Mexico) to Canada	60 seconds	60 seconds
Outbound Canada to Mexico	60 seconds	60 seconds
Outbound Mexico to Canada	60 seconds	60 seconds

International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

International Outbound Long Distance.

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
AFGHANISTAN	\$0.7255	\$0.7102
ALBANIA	\$0.3488	\$0.3335
ALBANIA - MOBILE/SPECIAL SERVICES	\$0.2757	\$0.2604
ALGERIA	\$0.2999	\$0.2846
ALGERIA - MOBILE/SPECIAL SERVICES	\$0.3305	\$0.3152
ANDORRA	\$0.1428	\$0.1275
ANDORRA - MOBILE/SPECIAL SERVICES	\$0.2970	\$0.2817
ANGOLA	\$0.4468	\$0.4315
ANGOLA - MOBILE/SPECIAL SERVICES	\$0.4774	\$0.4621

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ANGUILLA	\$0.2570	\$0.2417
ANGUILLA - MOBILE/SPECIAL SERVICES	\$0.2823	\$0.2670
ANTARCTICA	\$0.4973	\$0.4820
ANTIGUA	\$0.2270	\$0.2117
ANTIGUA – MOBILE/SPECIAL SERVICES	\$0.3596	\$0.3443
ARGENTINA	\$0.0956	\$0.0803
ARGENTINA - MOBILE/SPECIAL SERVICES	\$0.2936	\$0.2783
ARMENIA	\$0.3794	\$0.3641
ARMENIA - MOBILE/SPECIAL SERVICES	\$0.4100	\$0.3947
ARUBA	\$0.1958	\$0.1805
ARUBA - MOBILE/SPECIAL SERVICES	\$0.2264	\$0.2111
ASCENSION ISLAND	\$0.9540	\$0.9387
AUSTRALIA	\$0.0522	\$0.0369
AUSTRALIA - MOBILE/SPECIAL SERVICES	\$0.2157	\$0.2004
AUSTRIA	\$0.0906	\$0.0753
AUSTRIA - MOBILE/SPECIAL SERVICES	\$0.2761	\$0.2608
AZERBAIJAN	\$0.4230	\$0.4077
AZERBAIJAN - MOBILE/SPECIAL SERVICES	\$0.4230	\$0.4077
BAHAMAS	\$0.1224	\$0.1071
BAHAMAS – MOBILE/SPECIAL SERVICES	\$0.1683	\$0.1530
BAHRAIN	\$0.3244	\$0.3091
BAHRAIN - MOBILE/SPECIAL SERVICES	\$0.3550	\$0.3397
BANGLADESH	\$0.3605	\$0.3452
BANGLADESH - MOBILE/SPECIAL SERVICES	\$0.5310	\$0.5157
BARBADOS	\$0.2570	\$0.2417
BARBADOS - MOBILE/SPECIAL SERVICES	\$0.2865	\$0.2712
BELARUS	\$0.3596	\$0.3443
BELARUS - MOBILE/SPECIAL SERVICES	\$0.3825	\$0.3672

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BELGIUM	\$0.0459	\$0.0306
BELGIUM - MOBILE/SPECIAL SERVICES	\$0.2525	\$0.2372
BELIZE	\$0.3244	\$0.3091
BELIZE - MOBILE/SPECIAL SERVICES	\$0.4711	\$0.4558
BENIN	\$0.2876	\$0.2723
BENIN – MOBILE/SPECIAL SERVICES	\$0.3978	\$0.3825
BERMUDA	\$0.1591	\$0.1438
BERMUDA - MOBILE/SPECIAL SERVICES	\$0.1897	\$0.1744
BHUTAN	\$0.6446	\$0.6293
BHUTAN – MOBILE/SPECIAL SERVICES	\$0.7038	\$0.6885
BOLIVIA	\$0.2442	\$0.2289
BOLIVIA - MOBILE/SPECIAL SERVICES	\$0.3289	\$0.3136
BOSNIA & HERZEGOVINA	\$0.2559	\$0.2406
BOSNIA & HERZEGOVINA - MOBILE/SPECIAL SERVICES	\$0.3427	\$0.3274
BOTSWANA	\$0.2754	\$0.2601
BOTSWANA – MOBILE/SPECIAL SERVICES	\$0.3366	\$0.3213
BRAZIL	\$0.1224	\$0.1071
BRAZIL - MOBILE/SPECIAL SERVICES	\$0.2569	\$0.2416
BRITISH VIRGIN ISLANDS	\$0.2020	\$0.1867
BRITISH VIRGIN ISLANDS - MOBILE/SPECIAL SERVICES	\$0.1629	\$0.1476
BRUNEI	\$0.3244	\$0.3091
BRUNEI - MOBILE/SPECIAL SERVICES	\$0.3550	\$0.3397
BULGARIA	\$0.2142	\$0.1989
BULGARIA - MOBILE/SPECIAL SERVICES	\$0.2846	\$0.2693
BURKINA FASO	\$0.3550	\$0.3397

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

BURKINA FASO – MOBILE/SPECIAL SERVICES	\$0.3978	\$0.3825
BURUNDI	\$0.6977	\$0.6824
BURUNDI - MOBILE/SPECIAL SERVICES	\$0.2931	\$0.2778
CAMBODIA	\$0.7834	\$0.7681
CAMBODIA - MOBILE/SPECIAL SERVICES	\$0.8140	\$0.7987
CAMEROON	\$0.3372	\$0.3219
CAMEROON - MOBILE/SPECIAL SERVICES	\$0.5040	\$0.4887
CANADA	\$0.0382	\$0.0229
CAPE VERDE ISLANDS	\$0.4055	\$0.3902
CAPE VERDE ISLANDS – MOBILE/SPECIAL SERVICES	\$0.5126	\$0.4973
CAYMAN ISLANDS	\$0.1836	\$0.1683
CAYMAN ISLANDS – MOBILE/SPECIAL SERVICES	\$0.2066	\$0.1913
CENTRAL AFRICAN REPUBLIC	\$0.6751	\$0.6598
CENTRAL AFRICAN REPUBLIC – MOBILE/SPECIAL SERVICES	\$0.7038	\$0.6885
CHAD	\$1.0620	\$1.0467
CHAD - MOBILE/SPECIAL SERVICES	\$0.7626	\$0.7473
CHILE	\$0.1387	\$0.1234
CHILE - MOBILE/SPECIAL SERVICES	\$0.2892	\$0.2739
CHINA	\$0.1396	\$0.1243
CHINA - MOBILE/SPECIAL SERVICES	\$0.2264	\$0.2111
CHRISTMAS & COCOS ISLANDS	\$0.1161	\$0.1008
COLOMBIA	\$0.1511	\$0.1358
COLOMBIA - MOBILE/SPECIAL SERVICES	\$0.2632	\$0.2479
COMOROS	\$0.5692	\$0.5539
COMOROS - MOBILE/SPECIAL SERVICES	\$0.5508	\$0.5355

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

CONGO, REPUBLIC OF	\$0.4498	\$0.4345
COOK ISLANDS	\$4.5900	\$4.5747
COOK ISLANDS - SPECIAL SERVICES	\$3.9933	\$3.9780
COSTA RICA	\$0.1928	\$0.1775
COSTA RICA - MOBILE/SPECIAL SERVICES	\$0.2234	\$0.2081
CROATIA	\$0.2442	\$0.2289
CROATIA - MOBILE/SPECIAL SERVICES	\$0.3065	\$0.2912
CUBA	\$0.7803	\$0.7650
CUBA - GUANTANAMO BAY	\$0.8568	\$0.8415
CYPRUS	\$0.2570	\$0.2417
CYPRUS - MOBILE/SPECIAL SERVICES	\$0.3487	\$0.3334
CZECH REPUBLIC	\$0.2020	\$0.1867
CZECH REPUBLIC - MOBILE SPECIAL/SERVICES	\$0.2759	\$0.2606
DENMARK	\$0.0918	\$0.0765
DENMARK - MOBILE/SPECIAL SERVICES	\$0.2448	\$0.2295
DIEGO GARCIA	\$2.3103	\$2.2950
DJIBOUTI	\$0.4474	\$0.4321
DJIBOUTI - MOBILE/SPECIAL SERVICES	\$0.6004	\$0.5851
DOMINICA	\$0.2664	\$0.2511
DOMINICA -- MOBILE/SPECIAL SERVICES	\$0.3596	\$0.3443
DOMINICAN REPUBLIC	\$0.1511	\$0.1358
DOMINICAN REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.1836	\$0.1683
EAST TIMOR	\$1.1475	\$1.1475
ECUADOR	\$0.2268	\$0.2115
ECUADOR - MOBILE/SPECIAL SERVICES	\$0.3121	\$0.2968
EGYPT	\$0.2791	\$0.2638
EGYPT - MOBILE SPECIAL/SERVICES	\$0.3917	\$0.3764
EL SALVADOR	\$0.1861	\$0.1708
EL SALVADOR - MOBILE/SPECIAL SERVICES	\$0.2140	\$0.1987

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**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

EQUATORIAL GUINEA	\$0.8201	\$0.8048
EQUATORIAL GUINEA – MOBILE/SPECIAL SERVICES	\$0.8568	\$0.8415
ERITREA	\$0.5698	\$0.5545
ESTONIA	\$0.2632	\$0.2479
ESTONIA - MOBILE/SPECIAL SERVICES	\$0.4180	\$0.4027
ETHIOPIA	\$0.5202	\$0.5049
ETHIOPIA - MOBILE/SPECIAL SERVICES	\$0.5508	\$0.5355
FAEROE ISLANDS	\$0.2346	\$0.2193
FALKLAND ISLANDS (ISLAS MALVINAS)	\$0.9563	\$0.9410
FIJI ISLANDS	\$0.4437	\$0.4284
FIJI ISLANDS - MOBILE/SPECIAL SERVICES	\$0.5558	\$0.5405
FINLAND	\$0.0918	\$0.0765
FINLAND - MOBILE SPECIAL/SERVICES	\$0.1989	\$0.1836
FRANCE	\$0.0459	\$0.0306
FRANCE - MOBILE/SPECIAL SERVICES	\$0.2263	\$0.2110
FRENCH ANTILLES (INCL. MARTINIQUE)	\$0.2326	\$0.2173
FRENCH GUIANA	\$0.3029	\$0.2876
FRENCH GUIANA -- MOBILE/SPECIAL SERVICES	\$0.3978	\$0.3825
FRENCH POLYNESIA	\$0.4230	\$0.4077
GABON REPUBLIC	\$0.3611	\$0.3458
GABON REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.3917	\$0.3764
GAMBIA	\$0.3121	\$0.2968
GAMBIA - MOBILE/SPECIAL SERVICES	\$0.4411	\$0.4258
GEORGIA	\$0.4500	\$0.4347
GEORGIA - MOBILE/SPECIAL SERVICES	\$0.4680	\$0.4527
GERMANY	\$0.0459	\$0.0306
GERMANY - MOBILE/SPECIAL SERVICES	\$0.2525	\$0.2372
GHANA	\$0.2815	\$0.2662

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

GHANA - MOBILE/SPECIAL SERVICES	\$0.3121	\$0.2968
GIBRALTAR	\$0.3240	\$0.3087
GIBRALTAR- MOBILE/SPECIAL SERVICES	\$0.3691	\$0.3538
GREECE	\$0.1105	\$0.0952
GREECE - MOBILE SPECIAL/SERVICES	\$0.2263	\$0.2110
GREENLAND	\$0.6503	\$0.6350
GREENLAND - MOBILE/SPECIAL SERVICES	\$0.6503	\$0.6350
GRENADA	\$0.2766	\$0.2613
GRENADA - MOBILE/SPECIAL SERVICES	\$0.3072	\$0.2919
GUADELOUPE	\$0.2387	\$0.2234
GUADELOUPE - MOBILE/SPECIAL SERVICES	\$0.3936	\$0.3783
GUATEMALA	\$0.1861	\$0.1708
GUATEMALA - MOBILE/SPECIAL SERVICES	\$0.2785	\$0.2632
GUINEA	\$0.3672	\$0.3519
GUINEA - MOBILE/SPECIAL SERVICES	\$0.4894	\$0.4741
GUINEA-BISSAU	\$1.2061	\$1.1880
GUINEA-BISSAU - MOBILE/SPECIAL SERVICES	\$1.9125	\$1.8972
GUYANA	\$0.4488	\$0.4335
GUYANA - MOBILE/SPECIAL SERVICES	\$0.5164	\$0.5011
HAITI	\$0.3150	\$0.2997
HAITI - MOBILE	\$0.3691	\$0.3538
HAITI - SPECIAL SERVICES	\$0.4590	\$0.4437
HONDURAS	\$0.3825	\$0.3672
HONDURAS - MOBILE/SPECIAL SERVICES	\$0.4437	\$0.4284
HONG KONG	\$0.0978	\$0.0825
HONG KONG - MOBILE/SPECIAL SERVICES	\$0.1408	\$0.1255
HUNGARY	\$0.0711	\$0.0558
HUNGARY - MOBILE/SPECIAL SERVICES	\$0.2977	\$0.2824

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

ICELAND	\$0.2142	\$0.1989
ICELAND - MOBILE/SPECIAL SERVICES	\$0.3183	\$0.3030
INDIA	\$0.2219	\$0.2066
INDIA - MOBILE/SPECIAL SERVICES	\$0.3550	\$0.3397
INDONESIA	\$0.1033	\$0.0880
INDONESIA - MOBILE/SPECIAL SERVICES	\$0.2752	\$0.2599
INMARSAT – 870	\$5.3550	\$5.3397
INMARSAT - ATLANTIC EAST	\$5.3550	\$5.3397
INMARSAT - ATLANTIC WEST	\$5.3550	\$5.3397
INMARSAT - INDIAN	\$5.3550	\$5.3397
INMARSAT - PACIFIC	\$5.3550	\$5.3397
INTERNATIONAL NETWORKS	\$3.6000	\$3.5821
IRAN	\$0.3953	\$0.3800
IRAN - MOBILE/SPECIAL SERVICES	\$0.5324	\$0.5171
IRAQ	\$0.6660	\$0.6553
IRELAND	\$0.0918	\$0.0765
IRELAND - MOBILE/SPECIAL SERVICES	\$0.2678	\$0.2525
IRIDIUM	\$3.1050	\$3.0870
ISRAEL	\$0.0536	\$0.0383
ISRAEL - MOBILE/SPECIAL SERVICES	\$0.1467	\$0.1314
ITALY	\$0.0450	\$0.0297
ITALY - MOBILE/SPECIAL SERVICES	\$0.2410	\$0.2257
IVORY COAST	\$0.4535	\$0.4382
IVORY COAST - MOBILE/SPECIAL SERVICES	\$0.5447	\$0.5294
JAMAICA	\$0.2733	\$0.2580
JAMAICA - MOBILE/SPECIAL SERVICES	\$0.3870	\$0.3609
JAPAN	\$0.0558	\$0.0405
JAPAN - MOBILE/SPECIAL SERVICES	\$0.2570	\$0.2340
JORDAN	\$0.3953	\$0.3800

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

JORDAN - MOBILE/SPECIAL SERVICES	\$0.4549	\$0.4396
KAZAKHSTAN	\$0.1686	\$0.1533
KAZAKHSTAN - MOBILE/SPECIAL SERVICES	\$0.2253	\$0.2100
KENYA	\$0.3672	\$0.3519
KENYA - MOBILE/SPECIAL SERVICES	\$0.3978	\$0.3825
KIRIBATI	\$0.7830	\$0.7677
KIRIBATI - MOBILE/SPECIAL SERVICES	\$0.9563	\$0.9410
KOREA, NORTH	\$0.6977	\$0.6824
KOREA, SOUTH	\$0.1039	\$0.0886
KOREA, SOUTH - MOBILE/SPECIAL SERVICES	\$0.1284	\$0.1131
KUWAIT	\$0.3256	\$0.3103
KUWAIT - MOBILE/SPECIAL SERVICES	\$0.4529	\$0.4376
KYRGYZSTAN	\$0.2151	\$0.1998
KYRGYZSTAN - MOBILE/SPECIAL SERVICES	\$0.3959	\$0.3806
LAOS	\$0.7058	\$0.6905
LAOS - MOBILE/SPECIAL SERVICES	\$0.8837	\$0.8684
LATVIA	\$0.2559	\$0.2406
LATVIA - MOBILE/SPECIAL SERVICES	\$0.3818	\$0.3665
LEBANON	\$0.3721	\$0.3568
LEBANON - MOBILE/SPECIAL SERVICES	\$0.4418	\$0.4265
LESOTHO	\$0.3733	\$0.3580
LESOTHO - MOBILE/SPECIAL SERVICES	\$0.4039	\$0.3886
LIBERIA	\$0.2815	\$0.2662
LIBERIA - MOBILE/SPECIAL SERVICES	\$0.5935	\$0.5782
LIBYA	\$0.3794	\$0.3641
LIBYA – MOBILE/SPECIAL SERVICES	\$0.4743	\$0.4590
LIECHTENSTEIN	\$0.1105	\$0.0952

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

LIECHTENSTEIN - MOBILE/SPECIAL SERVICES	\$0.1664	\$0.1511
LITHUANIA	\$0.2559	\$0.2406
LITHUANIA - MOBILE/SPECIAL SERVICES	\$0.4210	\$0.4057
LUXEMBOURG	\$0.0918	\$0.0765
LUXEMBOURG - MOBILE/SPECIAL SERVICES	\$0.2678	\$0.2525
MACAU	\$0.3420	\$0.3267
MACAU - MOBILE/SPECIAL SERVICES	\$0.3794	\$0.3641
MACEDONIA	\$0.2632	\$0.2479
MACEDONIA - MOBILE/SPECIAL SERVICES	\$0.3596	\$0.3443
MADAGASCAR	\$1.0771	\$1.0618
MADAGASCAR - MOBILE/SPECIAL SERVICES	\$1.1077	\$1.0924
MALAWI	\$0.2938	\$0.2785
MALAWI - MOBILE/SPECIAL SERVICES	\$0.3244	\$0.3091
MALAYSIA	\$0.0567	\$0.0414
MALAYSIA - MOBILE/SPECIAL SERVICES	\$0.1467	\$0.1314
MALDIVES	\$0.5834	\$0.5681
MALDIVES - MOBILE/SPECIAL SERVICES	\$1.9125	\$1.8972
MALI REPUBLIC	\$0.4774	\$0.4621
MALI REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.4065	\$0.3912
MALTA	\$0.2509	\$0.2356
MALTA - MOBILE/SPECIAL SERVICES	\$0.2815	\$0.2662
MARSHALL ISLANDS	\$0.5738	\$0.5585
MAURITANIA	\$0.4406	\$0.4253
MAURITIUS	\$0.4950	\$0.4797
MAURITIUS – MOBILE/SPECIAL SERVICES	\$0.5891	\$0.5738
MAYOTTE ISLAND	\$0.5692	\$0.5539
MAYOTTE ISLAND - MOBILE/SPECIAL SERVICES	\$0.7240	\$0.7087
MEXICO STEP 1-3	\$0.0978	\$0.0825

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

MEXICO STEP 4 - 7	\$0.0981	\$0.0828
MEXICO STEP 8	\$0.1071	\$0.0918
MICRONESIA	\$0.4361	\$0.4208
MOLDOVA	\$0.3372	\$0.3219
MOLDOVA - MOBILE/SPECIAL SERVICES	\$0.6570	\$0.6417
MONACO	\$0.0918	\$0.0765
MONACO - MOBILE/SPECIAL SERVICES	\$0.2970	\$0.2817
MONGOLIA	\$0.7344	\$0.7191
MONTSERRAT	\$0.2907	\$0.2754
MONTSERRAT - MOBILE/SPECIAL SERVICES	\$0.4361	\$0.4208
MOROCCO	\$0.3510	\$0.3357
MOROCCO - MOBILE/SPECIAL SERVICES	\$0.3972	\$0.3819
MOZAMBIQUE	\$0.3867	\$0.3714
MOZAMBIQUE - MOBILE/SPECIAL SERVICES	\$0.4896	\$0.4743
MYANMAR (FORMERLY BURMA)	\$0.9270	\$0.9117
NAMIBIA	\$0.4208	\$0.4055
NAMIBIA - MOBILE/SPECIAL SERVICES	\$0.3427	\$0.3274
NAURU	\$1.2240	\$1.2087
NAURU - MOBILE/SPECIAL SERVICES	\$1.8900	\$1.8450
NEPAL	\$0.4712	\$0.4559
NEPAL – MOBILE/SPECIAL SERVICES	\$0.5891	\$0.5738
NETHERLANDS	\$0.0459	\$0.0306
NETHERLANDS - MOBILE/SPECIAL SERVICES	\$0.2907	\$0.2754
NETHERLANDS ANTILLES	\$0.2070	\$0.1917
NETHERLANDS ANTILLES - MOBILE/SPECIAL SERVICES	\$0.2790	\$0.2620
NEW CALEDONIA	\$0.5141	\$0.4988
NEW ZEALAND	\$0.1105	\$0.0952
NEW ZEALAND - MOBILE/SPECIAL SERVICES	\$0.2578	\$0.2425
NICARAGUA	\$0.2601	\$0.2448

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

NICARAGUA - MOBILE/SPECIAL SERVICES	\$0.2907	\$0.2754
NIGER REPUBLIC	\$0.4366	\$0.4213
NIGER REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.3071	\$0.2918
NIGERIA	\$0.3596	\$0.3443
NIGERIA - MOBILE/SPECIAL SERVICES	\$0.4272	\$0.4119
NIUE	\$1.9278	\$1.9125
NIUE - MOBILE/SPECIAL SERVICES	\$1.9278	\$1.9125
NORFOLK ISLAND	\$1.5210	\$1.5057
NORWAY	\$0.0918	\$0.0765
NORWAY - MOBILE/SPECIAL SERVICES	\$0.1890	\$0.1737
OMAN	\$0.4131	\$0.3978
OMAN - MOBILE/SPECIAL SERVICES	\$0.4437	\$0.4284
PAKISTAN	\$0.4590	\$0.4437
PAKISTAN - MOBILE/SPECIAL SERVICES	\$0.4529	\$0.4376
PALAU, REPUBLIC OF	\$0.4590	\$0.4437
PALESTINE	\$0.1284	\$0.1131
PALESTINE MOBILE	\$0.1721	\$0.1568
PANAMA	\$0.2559	\$0.2406
PANAMA - MOBILE/SPECIAL SERVICES	\$0.2938	\$0.2785
PAPUA NEW GUINEA	\$0.3060	\$0.2907
PAPUA NEW GUINEA - MOBILE/SPECIAL SERVICES	\$1.5300	\$1.5147
PARAGUAY	\$0.2815	\$0.2662
PARAGUAY - MOBILE/SPECIAL SERVICES	\$0.3273	\$0.3120
PERU	\$0.1942	\$0.1789
PERU - MOBILE/SPECIAL SERVICES	\$0.2875	\$0.2722
PHILIPPINES	\$0.1760	\$0.1607
PHILIPPINES - MOBILE/SPECIAL SERVICES	\$0.2831	\$0.2678
POLAND	\$0.0666	\$0.0513

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**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

POLAND - MOBILE SPECIAL/SERVICES	\$0.3103	\$0.2950
PORTUGAL	\$0.0585	\$0.0432
PORTUGAL - MOBILE/SPECIAL SERVICES	\$0.2525	\$0.2372
QATAR	\$0.4820	\$0.4667
QATAR - MOBILE/SPECIAL SERVICES	\$0.5355	\$0.5202
REUNION ISLAND	\$0.5670	\$0.5517
REUNION ISLAND - MOBILE/SPECIAL SERVICES	\$0.6139	\$0.5986
ROMANIA	\$0.1683	\$0.1530
ROMANIA - MOBILE/SPECIAL SERVICES	\$0.3599	\$0.3446
RUSSIA	\$0.1628	\$0.1475
RUSSIA - MOBILE/SPECIAL SERVICES	\$0.2142	\$0.1989
RWANDA	\$0.5284	\$0.5131
SAN MARINO	\$0.1210	\$0.1057
SAN MARINO - MOBILE/SPECIAL SERVICES	\$1.7213	\$1.7060
SAO TOME	\$1.7213	\$1.7060
SAUDI ARABIA	\$0.3372	\$0.3219
SAUDI ARABIA - MOBILE/SPECIAL SERVICES	\$0.4712	\$0.4559
SENEGAL REPUBLIC	\$0.4535	\$0.4382
SENEGAL REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.5580	\$0.5427
SEYCHELLES ISLANDS	\$0.6293	\$0.6140
SEYCHELLES ISLANDS - MOBILE/SPECIAL SERVICES	\$0.4248	\$0.4095
SIERRA LEONE	\$0.4973	\$0.4820
SIERRA LEONE - MOBILE/SPECIAL SERVICES	\$0.4621	\$0.4468
SINGAPORE	\$0.1337	\$0.1184
SINGAPORE - MOBILE/SPECIAL SERVICES	\$0.1836	\$0.1683
SLOVAK REPUBLIC	\$0.1977	\$0.1824

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

SLOVAK REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.3065	\$0.2912
SLOVENIA	\$0.2142	\$0.1989
SLOVENIA - MOBILE/SPECIAL SERVICES	\$0.3420	\$0.3267
SOLOMON ISLANDS	\$1.1475	\$1.1322
SOLOMON ISLANDS - MOBILE/SPECIAL SERVICES	\$1.5300	\$1.5147
SOMALIA	\$1.1250	\$1.1097
SOUTH AFRICA	\$0.0765	\$0.0612
SOUTH AFRICA - MOBILE/SPECIAL SERVICES	\$0.2875	\$0.2722
SPAIN	\$0.0459	\$0.0306
SPAIN - MOBILE/SPECIAL SERVICES	\$0.2881	\$0.2709
SRI LANKA	\$0.4406	\$0.4253
SRI LANKA - MOBILE/SPECIAL SERVICES	\$0.4712	\$0.4559
ST. HELENA	\$0.7740	\$0.7587
ST. KITTS/NEVIS	\$0.2320	\$0.2167
ST. KITTS/NEVIS - MOBILE/SPECIAL SERVICES	\$0.3606	\$0.3453
ST. LUCIA	\$0.2387	\$0.2234
ST. LUCIA - MOBILE/SPECIAL SERVICES	\$0.4005	\$0.3852
ST. PIERRE/MIQUELON	\$0.2285	\$0.2132
ST. VINCENT/GRENADINES	\$0.2836	\$0.2683
ST. VINCENT/GRENADINES - MOBILE/SPECIAL SERVICES	\$0.3754	\$0.3601
SUDAN	\$0.5386	\$0.5233
SUDAN - MOBILE/SPECIAL SERVICES	\$0.4246	\$0.4093
SURINAME	\$0.5498	\$0.5345
SURINAME - MOBILE/SPECIAL SERVICES	\$0.5107	\$0.4954
SWAZILAND	\$0.2509	\$0.2356
SWAZILAND - MOBILE	\$0.2815	\$0.2662
SWEDEN	\$0.0765	\$0.0612

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**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

SWEDEN - MOBILE/SPECIAL SERVICES	\$0.2790	\$0.2637
SWITZERLAND	\$0.0459	\$0.0306
SWITZERLAND - MOBILE/SPECIAL SERVICES	\$0.3330	\$0.3177
SYRIAN ARAB REPUBLIC	\$0.4529	\$0.4376
SYRIAN ARAB REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.4835	\$0.4682
TAIWAN	\$0.0978	\$0.0825
TAIWAN - MOBILE/SPECIAL SERVICES	\$0.1284	\$0.1131
TAJIKISTAN	\$0.3240	\$0.3041
TAJIKISTAN - MOBILE/SPECIAL SERVICES	\$0.3240	\$0.3041
TANZANIA	\$0.4131	\$0.3978
TANZANIA - MOBILE/SPECIAL SERVICES	\$0.4957	\$0.4804
THAILAND	\$0.1098	\$0.0945
THAILAND - MOBILE/SPECIAL SERVICES	\$0.2509	\$0.2356
TOGO	\$0.4621	\$0.4468
TOGO -- MOBILE/SPECIAL SERVICES	\$0.5891	\$0.5738
TOKELAU	\$1.5377	\$1.5224
TOKELAU - MOBILE/SPECIAL SERVICES	\$1.5606	\$1.5453
TONGA ISLANDS	\$0.4706	\$0.4553
TONGA ISLANDS - MOBILE/SPECIAL SERVICES	\$0.4273	\$0.4120
TRINIDAD & TOBAGO	\$0.2559	\$0.2406
TRINIDAD & TOBAGO - MOBILE/SPECIAL SERVICES	\$0.2538	\$0.2385
TUNISIA	\$0.3330	\$0.3177
TUNISIA - MOBILE/SPECIAL SERVICES	\$0.3330	\$0.3177
TURKEY	\$0.2326	\$0.2173
TURKEY - MOBILE/SPECIAL SERVICES	\$0.2888	\$0.2735

**CENTURYLINK LOYAL ADVANTAGE™ AGREEMENT
INTERNATIONAL VOICE SERVICE EXHIBIT**

TURKMENISTAN	\$0.5130	\$0.4977
TURKMENISTAN - MOBILE/SPECIAL SERVICES	\$0.5130	\$0.4977
TURKS & CAICOS	\$0.3420	\$0.3267
TURKS & CAICOS - MOBILE/SPECIAL SERVICES	\$0.3787	\$0.3634
TUVALU	\$1.7100	\$1.6947
TUVALU - MOBILE/SPECIAL SERVICES	\$4.2228	\$4.2075
UGANDA	\$0.3372	\$0.3219
UGANDA - MOBILE/SPECIAL SERVICES	\$0.3794	\$0.3641
UKRAINE	\$0.2093	\$0.1940
UKRAINE - MOBILE/SPECIAL SERVICES	\$0.3060	\$0.2907
UNITED ARAB EMIRATES	\$0.3691	\$0.3483
UNITED ARAB EMIRATES - MOBILE/SPECIAL SERVICES	\$0.4973	\$0.4820
UNITED KINGDOM	\$0.0440	\$0.0287
UNITED KINGDOM - MOBILE/SPECIAL SERVICES	\$0.3060	\$0.2907
URUGUAY	\$0.2754	\$0.2601
URUGUAY - MOBILE/SPECIAL SERVICES	\$0.3060	\$0.2907
UZBEKISTAN	\$0.2151	\$0.1998
VANATU - MOBILE/SPECIAL SERVICES	\$1.8181	\$1.8028
VANATU, REPUBLIC OF	\$1.1647	\$1.1494
VENEZUELA	\$0.1686	\$0.1533
VENEZUELA - MOBILE/SPECIAL SERVICES	\$0.2936	\$0.2783
VIETNAM	\$0.3825	\$0.3672
VIETNAM - MOBILE/SPECIAL SERVICES	\$0.4590	\$0.4437
WALLIS & FUTUNA ISLANDS	\$1.9278	\$1.9125
WESTERN SAMOA	\$0.4860	\$0.4707
YEMEN ARAB REPUBLIC	\$0.4296	\$0.4143

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YEMEN ARAB REPUBLIC - MOBILE/SPECIAL SERVICES	\$0.5000	\$0.4847
YUGOSLAVIA - MOBILE/SPECIAL SERVICES	\$0.3366	\$0.3213
YUGOSLAVIA (INCL. SERBIA)	\$0.2965	\$0.2812
ZAIRE, REPUBLIC OF	\$0.4860	\$0.4707
ZAIRE, REPUBLIC OF - MOBILE/SPECIAL SERVICES	\$0.5850	\$0.5697
ZAMBIA	\$0.3372	\$0.3219
ZAMBIA - MOBILE/SPECIAL SERVICES	\$0.3794	\$0.3641
ZIMBABWE	\$0.2754	\$0.2601
ZIMBABWE- MOBILE/SPECIAL SERVICES	\$0.3880	\$0.3727

worldcard Switched Origination to Switched Termination Rate Schedule.

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
US to Canada	Per above table	\$0.2500
US to International (including Mexico)	Per above table	\$0.5000

ITFS/UIFN. In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix." CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

ITFS/UIFN	MRC Per Number	NRC Per Number
ITFS	\$10.00	N/A
UIFN	\$10.00	\$160.00

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are indicated in the table below. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates listed in the table below. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s).

Country of Origination	UIFN Availability	Switched Origination - Switched Termination Rate Per Minute	Switched Origination - Dedicated Termination Rate Per Minute
ANGUILLA		0.8721	0.8568
ANTIGUA		0.4498	0.4345
ARGENTINA	YES	0.7421	0.7268
AUSTRALIA	YES	0.1301	0.1148
BAHAMAS		0.2066	0.1913

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BAHRAIN		0.4376	0.4223
BARBADOS		0.2831	0.2678
BELGIUM	YES	0.0918	0.0765
BERMUDA		0.3580	0.3427
BRAZIL	YES	0.3947	0.3794
BRITISH VIRGIN ISLANDS		0.8721	0.8568
CANADA		0.0536	0.0383
CAYMAN ISLANDS		0.1863	0.1710
CHILE		0.3152	0.2999
CHINA	YES	0.6579	0.6426
COLOMBIA		0.3580	0.3427
COSTA RICA		0.8354	0.8201
CYPRUS		0.1413	0.1260
DENMARK	YES	0.1071	0.0918
DOMINICA		0.5698	0.5545
DOMINICAN REPUBLIC		0.1148	0.0995
FIJI		0.6962	0.6809
FINLAND	YES	0.2066	0.1913
FRANCE	YES	0.0689	0.0536
GERMANY	YES	0.0689	0.0536
GREECE		0.1791	0.1638
GRENADA		0.4854	0.4701
GUATEMALA		0.7497	0.7344
HONG KONG	YES	0.2678	0.2525
HUNGARY	YES	0.4498	0.4345
INDIA		0.8186	0.8033
INDONESIA		0.6089	0.5936
IRELAND	YES	0.0765	0.0612
ISRAEL	YES	0.1301	0.1148
ITALY	YES	0.0689	0.0536
JAMAICA		0.1953	0.1800
JAPAN	YES	0.2678	0.2525
KOREA, SOUTH	YES	0.7803	0.7650
LUXEMBOURG	YES	0.2417	0.2264
MACAU	YES	0.3213	0.3060
MALAYSIA	YES	0.4131	0.3978
MEXICO (ZONE 1)		0.1301	0.1148
MEXICO (ZONE 2)		0.1301	0.1148
MEXICO (ZONE 3)		0.1301	0.1148
MEXICO (ZONE 4)		0.1301	0.1148
MONTSERRAT		0.8721	0.8568
NETHERLANDS	YES	0.0765	0.0612
NETHERLANDS ANTILLES		0.5738	0.5585
NEW ZEALAND	YES	0.1301	0.1148
NORWAY	YES	0.2066	0.1913
PANAMA		0.3641	0.3488
PERU		1.0481	1.0328
PHILIPPINES	YES	0.2678	0.2525
POLAND		0.4498	0.4345
PORTUGAL	YES	0.2066	0.1913
SINGAPORE	YES	0.2678	0.2525

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SOUTH AFRICA	YES	0.5171	0.5018
SPAIN	YES	0.2066	0.1913
ST. KITTS		0.5000	0.4847
ST. LUCIA		1.1781	1.1628
ST. VINCENT/GRENADINE		0.6273	0.6120
SWEDEN	YES	0.2066	0.1913
SWITZERLAND	YES	0.2066	0.1913
TAIWAN	YES	0.4437	0.4284
THAILAND	YES	0.4804	0.4651
TRINIDAD & TOBAGO		0.4498	0.4345
UNITED KINGDOM	YES	0.0689	0.0536
VENEZUELA		0.5171	0.5018

Canada Services – To and From

Toll Free Services to and from Canada	
From Canada to United States	
SWITCHED ORIGINATION - SWITCHED TERMINATION	\$0.054
SWITCHED ORIGINATION - DEDICATED TERMINATION	\$0.038
Toll Free Service Terminating in Canada	<i>Switched termination service available only</i>
UNITED STATES SWITCHED ORIGINATION - CANADA SWITCHED TERMINATION	\$0.054

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
Canada to US	\$0.0720	\$0.2500
Canada to International	Per US to International rates	\$0.5000

worldcard International Origination to U.S. Termination.

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
Antigua (Barbuda)	\$1.4040	\$1.0000
Argentina	\$1.4040	\$1.0000
Australia (Tasmania, Chismas Islands, Cocos Islands)	\$0.5544	\$1.0000
Austria	\$0.7200	\$1.0000
Bahamas	\$1.1448	\$1.0000
Bahrain	\$2.0250	\$1.0000
Barbados	\$0.8352	\$1.0000
Belarus (Vitebsk, Grodno, Brest, Minsk, Moghilev, Gomel)	\$1.1520	\$1.0000
Belgium	\$0.7200	\$1.0000
Bermuda	\$1.1250	\$1.0000
Bolivia	\$1.8360	\$1.0000
Brazil	\$0.7488	\$1.0000
Brunei	\$2.2536	\$1.0000
Bulgaria	\$1.1520	\$1.0000
Chile	\$1.0440	\$1.0000
China	\$1.2384	\$1.0000
Colombia (San Andres Isl.)	\$0.9720	\$1.0000
Cook Island	\$7.1400	\$1.0000
Costa Rica	\$0.8136	\$1.0000
Croatia	\$1.1520	\$1.0000

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Cyprus	\$1.1520	\$1.0000
Czech Republic	\$1.0440	\$1.0000
Denmark	\$0.7200	\$1.0000
Dominica	\$1.3500	\$1.0000
Dominican Republic	\$0.8280	\$1.0000
Egypt	\$1.4040	\$1.0000
El Salvador	\$1.4040	\$1.0000
Fiji Islands	\$2.2536	\$1.0000
Finland	\$0.7200	\$1.0000
France (Corsica Island)	\$0.4608	\$1.0000
French Guiana	\$1.1255	\$1.0000
Germany	\$0.4536	\$1.0000
Greece	\$0.9936	\$1.0000
Guadeloupe (St Barthelemy, St. Martin French Part, Marie Galante)	\$1.1255	\$1.0000
Hong Kong	\$0.5904	\$1.0000
Hungary	\$0.7200	\$1.0000
Iceland	\$0.8568	\$1.0000
India	\$2.7000	\$1.0000
Indonesia (Do not cover East Timor)	\$1.3104	\$1.0000
Ireland	\$0.6840	\$1.0000
Israel-Bezeq (Not cover Palestinian Territories)	\$0.9648	\$1.0000
Italy (Elba Island, San Marino, Vatican City)	\$0.6480	\$1.0000
Japan	\$0.5616	\$1.0000
Jordan	\$1.7400	\$1.0000
Kenya	\$2.1600	\$1.0000
Korea (South)	\$1.0368	\$1.0000
Lativa	\$1.4040	\$1.0000
Lithuania	\$1.0440	\$1.0000
Luxembourg	\$0.7200	\$1.0000
Macedonia	\$1.6200	\$1.0000
Malaysia (Peninsular Malaysia and East Malaysia)	\$1.2312	\$1.0000
Malta	\$0.9000	\$1.0000
Martinique	\$1.4040	\$1.0000
Mauritius	\$2.2536	\$1.0000
Mexico	\$0.9288	\$1.0000
Monaco	\$0.7200	\$1.0000
Netherlands	\$0.4392	\$1.0000
New Zealand (Chatham Islands)	\$1.1520	\$1.0000
Nicaragua	\$1.4328	\$1.0000
Norway (Jan Mayen, Svalbard Islands)	\$0.7200	\$1.0000
Pakistan	\$1.2600	\$1.0000
Panama	\$1.4040	\$1.0000
Peru	\$0.8568	\$1.0000
Philippines	\$1.1376	\$1.0000
Poland	\$1.0584	\$1.0000
Portugal (Azores, Madeira)	\$1.1016	\$1.0000
Reunion Island (France)	\$0.9000	\$1.0000
Romania	\$1.3500	\$1.0000
Russia	\$1.1520	\$1.0000
Senegal	\$2.2536	\$1.0000
Singapore	\$1.1520	\$1.0000
Slovak Republic	\$1.1520	\$1.0000
Slovenia	\$0.3396	\$1.0000
South Africa	\$0.9504	\$1.0000
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.8784	\$1.0000
Sri Lanka	\$1.8000	\$1.0000
St. Kitts & Levis	\$1.4040	\$1.0000
St. Pierre	\$1.4040	\$1.0000
Sweden	\$0.7200	\$1.0000
Switzerland (Do not cover Liechtenstein)	\$0.7200	\$1.0000
Syrian Arab Republic	\$1.7550	\$1.0000

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Taiwan	\$0.5976	\$1.0000
Thailand	\$1.3608	\$1.0000
Trinidad & Tabago	\$1.3500	\$1.0000
Ukraine	\$1.1520	\$1.0000
United Arab Emirates	\$0.8400	\$1.0000
United Kingdom (England, Scotland, Wales, Nothern Ireland, Isle of Man, Guernsey, Channel Island)	\$0.3168	\$1.0000
Venezuela (Margarita Island)	\$0.8100	\$1.0000
Vietnam	\$1.7604	\$1.0000

worldcard International Origination to International Termination.

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
Argentina	\$1.4774	\$1.00
Australia (Tasmania, Christmas Islands, Cocos Islands)	\$0.7135	\$1.00
Austria	\$0.8864	\$1.00
Azores (Portugal)	\$1.7609	\$1.00
Belgium	\$0.7270	\$1.00
Bolivia	\$2.4001	\$1.00
Chile	\$1.6124	\$1.00
China	\$1.7226	\$1.00
Colombia (San Andres Isl.)	\$1.6832	\$1.00
Croatia, Republic of	\$1.4999	\$1.00
Czech Republic	\$1.1768	\$1.00
Denmark	\$0.5807	\$1.00
Dominican Republic	\$1.0645	\$1.00
El Salvador	\$1.2861	\$1.00
Finland	\$0.6370	\$1.00
France (Corsica Island)	\$0.5245	\$1.00
French Guyana	\$1.4346	\$1.00
Germany	\$0.6721	\$1.00
Greece	\$0.9092	\$1.00
Guadeloupe (St Barthelemy, St. Martin French Part, Marie Galante)	\$1.4346	\$1.00
Hong Kong	\$0.5605	\$1.00
Hungary	\$0.9824	\$1.00
Iceland	\$1.2524	\$1.00
Ireland	\$0.9809	\$1.00
Israel-Bezeq (Not cover Palestinian Territories)	\$0.9998	\$1.00
Italy (Elba Island, San Marino, Vatican City)	\$0.7614	\$1.00
Japan	\$0.9745	\$1.00
Korea, South	\$0.7101	\$1.00
Latvia	\$0.9850	\$1.00
Luxembourg	\$0.8586	\$1.00
Macedonia	\$2.3663	\$1.00
Madeira Islands	\$1.7609	\$1.00
Martinique	\$1.6463	\$1.00
Mexico	\$1.0836	\$1.00
Monaco	\$0.9938	\$1.00
Netherlands	\$0.5234	\$1.00
New Zealand (Chatham Islands)	\$0.6820	\$1.00
Norway (Jan Mayen, Svalbard Islands)	\$0.6280	\$1.00
Panama	\$0.7758	\$1.00
Philippines	\$1.0274	\$1.00
Poland	\$0.9722	\$1.00
Portugal (Azores, Madeira)	\$1.7609	\$1.00
Reunion Island	\$1.4346	\$1.00
Russia	\$1.6124	\$1.00
San Marino	\$0.7614	\$1.00

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Singapore	\$0.5189	\$1.00
Slovak Republic	\$1.6911	\$1.00
South Africa	\$1.3446	\$1.00
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.7742	\$1.00
St. Pierre & Miquelon	\$1.4346	\$1.00
Sweden	\$0.5796	\$1.00
Switzerland (Do not cover Liechtenstein)	\$0.4289	\$1.00
Ukraine	\$2.0061	\$1.00
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	\$0.6314	\$1.00
Vatican City	\$0.7614	\$1.00

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

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

2. **Service Description and Availability.**

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

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

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

(b) **Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Basic, Native Premier Identical, Native Premier Alignment, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Basic" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Basic is not recommended for use with real time traffic. "Native Premier Identical" is a layer 2, switched, native service using the highest grade metro Ethernet offering from the local access provider. Native Premier Identical is only available with the following CenturyLink services: IQ™ Networking Private Port or Enhanced Port with Secure Internet Gateway, E-Line, Optical Wavelength Service ("OWS"), or Ethernet Private Line ("EPL"). Native Premier Identical circuit speed must match the maximum IQ Networking port, E-Line, OWS or EPL bandwidth. "Native Premier Alignment" is a layer 2, switched, native service closely aligning the IQ Networking QoS and the metro Ethernet class of service) offering from the local access provider and is only available with IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. Native Premier Identical or Alignment may be used to support QoS for real time traffic. "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

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

(d) **Frame Local Access.** "Frame Local Access" means Leased Access using frame relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps. When providing Frame Local Access, Customer has the option to have CenturyLink monitor Service for performance and up/down stats via a management permanent virtual circuit. By ordering Frame Local Access with monitoring, Customer agrees to provide CenturyLink with access to the serial interface of its customer premises equipment to allow CenturyLink to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that CenturyLink will not monitor the availability of Frame Local Access.

(e) **ATM Local Access.** "ATM Local Access" means Leased Access using ATM technology. ATM Local Access is available at bandwidths of DS1, DS3, OC3, and OC12.

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

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

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

(a) **On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS-0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://qwest.centurylink.com/legal/>, which is subject to change.

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

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect the Customer premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DIF or CPA-DIE Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on an IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

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

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

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

4. Charges. Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

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

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

(b) Extended Wiring. "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable OMR #N40394 (QLAGESZ)

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location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access and (ii) DSL Local Access.

(c) Construction. Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

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

(e) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

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

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

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. If Customer cancels a Leased Access or On-Net Access order before the Start of Service Date for which no Construction is necessary, Customer will pay the cancellation fee identified in the below table based on the bandwidth of the canceled Service. If before the Start of Service Date, Customer cancels an On-Net Access or Leased Access circuit for which Customer approved a Construction charge, Customer will pay: (i) the cancellation fee identified in the table below based on the bandwidth of the canceled Service and (ii) the unpaid Construction charges. But if CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

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

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

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

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS-3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.

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(ii) When Customer upgrades existing Special Access, Native Basic, Native Premier, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Basic Fast E to Native Basic Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

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

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

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

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

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

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

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

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

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PRICING ATTACHMENT

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

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

2. Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below also apply to existing Service ordered prior to the effective date of this Pricing Attachment for the same NPA/NXX or CLLI and/or Service Address listed. The rate change for existing Service will become effective at CenturyLink's earliest opportunity, but in no event later than the second full billing cycle following the applicable effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the correct NPA/NXX or CLLI or Service Address. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a specific local access provider or route may be subject to different pricing.

LOCAL ACCESS (QCC) – PRICING TABLE FOR DOMESTIC VOICE SERVICE:

NPA/NXX	Service Address	Type of Local Access	Minimum Svs Term in Months Per Svs	Circuit Speed	Local Access Net Rate MRC (each)	Install NRC (each)
951922	50290 Main, CABAZON, CA, 92230	Special	12	DS-1	\$195.00	\$0.00
760863	82675 US HIGHWAY 111, INDIO, CA, 92201	Special	12	DS-1	\$195.00	\$0.00
951766	880 N. State Street, HEMET, CA, 92543	Special	12	DS-1	\$195.00	\$0.00
951358	4090 County Circle Drive, RIVERSIDE, CA, 92503	Special	12	DS-1	\$195.00	\$0.00
951955	4080 Lemon Street, RIVERSIDE, CA, 92501	Special	12	DS-1	\$195.00	\$0.00
951940	210 W. San Jacinto Avenue, PERRIS, CA, 92570	Special	12	DS-1	\$195.00	\$0.00
951696	30755 Auld Road, MURRIETA, CA, 92563	Special	12	DS-1	\$195.00	\$0.00
951486	26520 Cactus, MORENO VALLEY, CA, 92555	Special	12	DS-1	\$195.00	\$0.00

LOCAL ACCESS (QCC) – PRICING TABLE FOR DOMESTIC IQ NETWORKING SERVICE:

NPA/NXX	Service Address	Type of Local Access	Minimum Svs Term in Months Per Svs	Circuit Speed	Local Access Net Rate MRC (each)	Install NRC (each)
951849	50290 MAIN ST, BANNING, CA, 92230	Special	12	DS-1	\$195.00	\$0.00
951443	210 W SAN JACINTO AVE, PERRIS, CA, 92570	Special	12	DS-1	\$195.00	\$0.00

ETHERNET LOCAL ACCESS – PRICING TABLE FOR DOMESTIC IQ NETWORKING SERVICE:

Location (Address, City, State)	Bandwidth	MRC (each)	NRC (each)
4090 COUNTY CIRCLE DR, ARLINGTON, CA, 92503	Fast Ethernet-10 Mbps	\$1,364.00	\$2,075.00

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26520 CACTUS AVE, MORENO, CA, 92555	Fast Ethernet-30 Mbps	\$2,082.00	\$1,775.00
26520 CACTUS AVE, MORENO, CA, 92555	Fast Ethernet-50 Mbps	\$2,468.00	\$1,775.00
880 N STATE ST, HEMET, CA, 92543	Gigabit Ethernet-100 Mbps	\$4,493.00	\$1,775.00
4090 COUNTY CIRCLE DR, ARLINGTON, CA, 92503	Gigabit Ethernet-200 Mbps	\$2,124.00	\$500.00
4090 COUNTY CIRCLE DR, ARLINGTON, CA, 92503	Gigabit Ethernet-300 Mbps	\$2,319.00	\$500.00
4090 COUNTY CIRCLE DR, ARLINGTON, CA, 92503	Gigabit Ethernet-400 Mbps	\$2,498.00	\$500.00
4090 COUNTY CIRCLE DR, ARLINGTON, CA, 92503	Gigabit Ethernet-1000 Mbps	\$5,854.00	\$2,250.00
4080 LEMON ST, RIVERSIDE, CA, 92501	Gigabit Ethernet-500 Mbps	\$4,060.00	\$2,250.00
4080 LEMON ST, RIVERSIDE, CA, 92501	Gigabit Ethernet-600 Mbps	\$4,555.00	\$2,250.00
4080 LEMON ST, RIVERSIDE, CA, 92501	Gigabit Ethernet-1000 Mbps	\$5,854.00	\$2,250.00
30755 AULD RD, MURRIETA, CA, 92563	Gigabit Ethernet-1000 Mbps	\$3,936.00	\$1,775.00