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|---|-------------------------|---------------|----------------------------|
| Product Ordered:  | QC Intra Metro Ethernet | Service Area: | Metro - 4 Hour Travel Time |
| Quantity Ordered:   | 2                       |               |                            |
| Description: Metro Optical Ethernet 20 Mbps Bandwidth Profile |                         |               |                            |

|                                 |                    |  |
|---------------------------------|--------------------|--|
| Total Monthly Recurring Charge: | \$855.44           | * Applicable Waiver(s) have been applied to the "Total Non Recurring Charge" and are subject to the Minimum Service Period and/or Contract Term. (see attached Quote). |
| * Total Non Recurring Charge:   | \$0.00             | Additional charges may be indicated in a separate Scope of Work (SOW) as applicable.   |
| Minimum Service Period:         | Twelve (12) Months |  |
| Expiration Date:                | 5 Year Term        |  |

Referred to as "Contract Term"

This CSO (Carrier Service Order) is a supplement to the State of Arizona Telecommunications Carrier Services Agreement ADSP015-088468 ("Underlying Agreement") (CenturyLink Pramata ID: 874449) and is between **Maricopa, City of** and Qwest Communications Company, LLC, D/B/A CenturyLink QCC for the provisions of services. Pricing for this CSO is based on Attachment II Pricing Structure in the Underlying Agreement and the terms, service level agreements, special construction charges, and termination charges, as applicable, control to the extent of a conflict with the Underlying Agreement, provided that the conflicting terms do not modify the Underlying Agreement. This supplement is effective on the date the services become functional ("Effective Date"). The customer represents and certifies that it is a Primary Customer or Other Customer authorized to purchase under the Underlying Agreement.

- In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html> and <http://www.centurylink.com/legal/sla.html>
- Services ordered does include Special Construction Charges and/or Conduit "Extension" Charges as defined in the Scope of Work 8.3.2.2 and Special Terms and Conditions 31. Non-Recurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer. Conduit Extension charges may also be identified in a separate scope of work (SOW).
- Early termination shall be in accordance to the Access Service Tariff No.4 Sec. 5.1.3 Special Construction. Access Service Tariff No.4 is available at [http://www.centurylink.com/tariffs/az\\_qc\\_acc\\_t\\_no\\_4.pdf](http://www.centurylink.com/tariffs/az_qc_acc_t_no_4.pdf) for services provided under this CSO, Customer agrees that termination liability will apply if the Minimum Service Period stated above is not met, calculated by Months remaining in the Minimum Service Period x Monthly Cost = MSP Liability.

|                  |                   |  |
|------------------|-------------------|--|
| <b>Customer:</b> | Maricopa, City of | Qwest Communications Company, LLC D/B/A CenturyLink,<br>Acting on behalf of itself and as agent for its affiliates |
|------------------|-------------------|--|

|   |  |
|---|--|
| Signature: _____<br>Date: _____<br>Printed Name: _____<br>Title: _____<br>Phone Number: _____<br>Address: _____<br><div style="text-align: center; font-size: x-small; margin-top: 5px;">STREET</div> <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 5px;"> <span>CITY</span> <span>STATE</span> <span>ZIP CODE</span> </div> | Signature: _____<br>Date: _____<br>Printed Name: <u>          Chrisha Elmer          </u><br>Title: <u>          GES Manager          </u><br>Phone Number: <u>          602 512-2528          </u><br>Address: <u>          20 E. Thomas Rd 4th Floor          </u><br><u>          Phoenix, AZ 85012          </u> |
|---|--|

[To verify eligibility, please visit https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative](https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative)

Quote Prepared For  
City of Maricopa

Quote Prepared By  
Lucille Larson

Customer Name: City of Maricopa  
 Customer Address: 39700 W Civic Center Plaza  
Maricopa | AZ | 85138  
CITY STATE ZIP CODE

Date: Thursday February 04, 2016  
 Jurisdiction: Intrastate  
 (2) Contract Term: 5 Year Term

| Arizona Service ID | Address                              | Product Description             | Qty | *Minimum Service Period | Monthly Recurring Rate | One Time Charge or ** NRC | Total Monthly Recurring Rate | Total One Time Charge or ** NRC | (1) Special Construction Cost | (1) Special Construction Waiver | (1) Special Construction Billable | (1) Special Construction Conduit Charge |
|--------------------|--------------------------------------|---------------------------------|-----|-------------------------|------------------------|---------------------------|------------------------------|---------------------------------|-------------------------------|---------------------------------|-----------------------------------|---|
| AZCN-00559         | 39700 W Civic Center Plaza, Maricopa | Metro Optical Ethernet- 20 Mbps | 1   | 12 Months               | \$427.72               | \$0.00                    | \$427.72                     | \$0.00                          | \$8,950.00                    | \$8,950.00                      | \$0.00                            | \$0.00                                  |
| AZCN-00559         | 17985 N Greythorn Dr, Maricopa       | Metro Optical Ethernet- 20 Mbps | 1   | 12 Months               | \$427.72               | \$0.00                    | \$427.72                     | \$0.00                          | \$22,950.00                   | \$22,950.00                     | \$0.00                            | \$0.00                                  |

**Additional Information (as applicable)**  
 This is a Service Based Quote.  
 Applicable NRC's may apply. Waivers are subject to MSP and Contract Term.

| Service Totals | Monthly Recurring Rate | *(4) One Time Charge ** NRC | Special Construction Cost | Special Construction Waiver | *(5) Special Construction Billable | *(6) Special Construction Conduit Charge |
|----------------|------------------------|-----------------------------|---------------------------|-----------------------------|------------------------------------|--|
|                | \$855.44               | \$0.00                      | \$31,900.00               | \$31,900.00                 | \$0.00                             | \$0.00                                   |

This quote is hereby provided as an attachment to the Carrier Service Order. All Addresses, Products/Services, MRR, NRC, MSP, Special Construction, Conduit Charges, Contract Term and Waivers are indicated within the scope of this quote and subject to the Carrier Service Order Terms and Conditions. By signing the provided Carrier Service Order you are acknowledging this quote in its entirety.

|   |               |
|---|---------------|
| <b>Applicable NRC Waiver:</b>                   | <b>\$0.00</b> |
| <b>Total Special Construction Charges Due:</b>  | <b>\$0.00</b> |
| <b>Total One Time Installation Charges Due:</b> | <b>\$0.00</b> |



|   |                 |
|---|-----------------|
| Total Monthly Recurring Charges should be indicated on attached CSO.  |                 |
| <b>Total Monthly Recurring Charges Due:</b>                           | <b>\$855.44</b> |
| Total Non Recurring Charges should be indicated on attached CSO.      |                 |
| <b>(NRC) Total Non Recurring Charges Due:</b>                         | <b>\$0.00</b>   |
| Total NRC includes applicable Service Totals *(4), *(5) and *(6) due. |                 |

**TERMS AND CONDITIONS** - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Carrier Service Order and State MSA contract ADSP015-088468.

**\* MINIMUM SERVICE PERIOD** - The Minimum Service Period is product and/or service specific as indicated in this quote offer. The Minimum Service Period is hereby defined as the minimum period of consecutive months of service required to be maintained and subject to the Terms and Conditions of the Carrier Service Order and any applicable applied waivers based on the \* Minimum Service Period. \* Minimum Service Period is hereby understood and agreed to be separate and independent of applicable "Special Construction Charges".

**\*\* NRC Waiver** - CenturyLink NRCs specified above are waived so long as such Services ordered hereunder and subject to this waiver remains installed and used by Customer for at least the \* Minimum Service Period of consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the \* Minimum Service Period for reasons other than a default by CenturyLink, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.

**SLA** - In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html> and <http://www.centurylink.com/legal/sla.html>

**SERVICE AVAILABILITY** - Service may be subject to network disclosure and availability in some areas. Check with your local sales team for further details.

**(1) SPECIAL CONSTRUCTION CHARGES** - Special Construction Waiver may be granted with a 5 year Contract Term. This waiver will be subject to the terms and conditions of the CSO. Early termination or disconnect prior to the " (2) Contract Term " will result in some or all of the previously waived Special Construction Charges being prorated and assessed to the customer bill. If this Agreement or any Service subject to this "Special Construction Charges" waiver is terminated or cancelled prior to the conclusion of the (2) Contract Term, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink Special Construction Charges on a prorated bases from date of install pursuant to this section. Any Special Constructions Charges in excess of the approved Special Construction Waiver amounts, including Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special Construction Charges in excess of the approved Special Construction Waiver amounts is non refundable and shall not be included in any prorated amounts in the event of early termination.

**TARIFFS** - FCC ACCESS SERVICE TARIFF NO. 1 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Carrier Service Order.

**(2) CONTRACT TERM** - Contract Term is specified as 5 year term only. E-Rate Only Contract Term is stated as June 30, 2020 only. There are no exceptions to these terms. (2) Contract Term is separate and independent of the \* Minimum Service Period.

**(3) VOICE SERVICES DOMESTIC LONG DISTANCE (LD)** is at the State contracted price per minute as indicated in the International Voice Rates tab of the state contract. CSO agreement will indicate "Usage Based Service" and is charged based on a per minute of usage.