

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENT WITH QWEST COMMUNICATIONS COMPANY, LLC d/b/a CENTURYLINK QCC FOR EQUIPMENT MAINTENANCE FOR SARPY COUNTY EMERGENCY MANAGEMENT AND COMMUNICATIONS**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

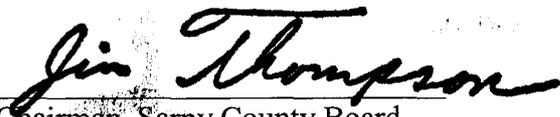
WHEREAS, an agreement has been proposed with Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") for the purchase of maintenance service for the County's Emergency Management and Communications Department, a copy of which is attached hereto; and,

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

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

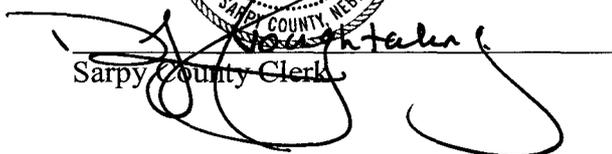
BE IT FURTHER RESOLVED the Chairman of this Board together with the County Clerk are hereby authorized to execute on behalf of this Board, the maintenance agreement with CenturyLink, a copy of which is attached hereto, and any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 8<sup>th</sup> day of April, 2014.

  
Chairman, Sarpy County Board

ATTEST



  
Sarpy County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: E911 VIPER Telephone Switch Maintenance

On April 8, 2014 the County Board will be asked to approve the annual renewal of licensing and maintenance of the Positron VIPER switch and POWER software applications used by the Sarpy County Communications Center. This hardware and software assist the E911 Center to process both emergency and non-emergency calls made in the County.

The term of the agreement is from April 7, 2014 until April 6, 2015 for a rate of \$14,727.46 for the VIPER switch hardware maintenance and \$20,412.00 for the software maintenance. Both coverages are for 24x7 support.

Please feel free to contact me with any questions.

April 2, 2014



---

Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Larry Lavelle

**PUBLIC SAFETY PRODUCT  
CPE E911 FULL REMEDIAL MAINTENANCE AGREEMENT**

Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") and Sarpy County 911 ("Customer"), a public entity organized under the laws of the State of Nebraska, hereby enter into this Public Safety Product Maintenance Agreement ("Agreement"). Customer's current address, facsimile number, and person designated for notices are:

Sarpy County Communication  
1210 Golden Gate Dr.  
Papillion, NE 68046  
Attn: Larry Lavelle, Director  
402-593-2283

**1. Products and Services Supplied under this Agreement.** CenturyLink will provide, and Customer will purchase, maintenance service on the Public Safety Product(s) ("Product") specified in Attachment 1 to this Agreement, referred to hereinafter as "Service," according to the terms described in Attachment 2, titled, "Maintenance Provisions."

If this box is checked, EOL/EOS maintenance (defined below) is included. EOL/EOS provisions are specified in Attachment 4 to this Agreement.

**2. Term.** The term of this Agreement will commence on 04/07/2014, and end on 04/06/2015 ("Agreement Term"). Thereafter, the parties may renew this Agreement for annual terms by written amendment. The rates and charges may be revised at the time of renewal and any renewal will specify any change in compensation or charges payable to CenturyLink. If Customer requests additional maintenance service after the expiration of the Agreement ("Post Term Maintenance"), each Post Term Maintenance request will be subject to CenturyLink's approval, the terms of this Agreement will apply, and charges will be on a time and material basis at CenturyLink's then-current time and material rates until a new agreement is in place. If Customer orders EOL/EOS under this Agreement, the EOL/EOS Term is limited to one-year at a time. All EOL/EOS maintenance and all renewal amendments must be approved by CenturyLink.

**3. Maintenance Charges and Payment Terms.**

3.1 CenturyLink's charges for maintenance performed under this Agreement are set forth in Attachment 3. All charges will be invoiced in accordance with the Payment Schedule set forth in Attachment 3 and paid within 30 days of the invoice date. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

3.2 Late Payment Charge - CenturyLink will apply a service charge of 1 ½% per month on any unpaid balance not received by CenturyLink within 30 days of the invoice date.

**4. Taxes and Fees.** Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by CenturyLink. Alternatively, Customer may supply CenturyLink a tax exemption certificate in a form satisfactory to CenturyLink.

**5. Customer Responsibilities.**

5.1 Customer will be responsible for maintaining proper environmental conditions at site, including but not limited to, air conditioning, (if applicable), cleanliness, temperature requirements, and electrical requirements. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines as set forth in the NENA Technical Information Document 04-502, which can be found at [www.nena.org](http://www.nena.org).

5.2 Customer will ensure its personnel are available at site when maintenance is needed and provide free access for CenturyLink personnel to supply maintenance services.

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

**7. Limitation of Liability.**

7.1 OPERATION OF PUBLIC SAFETY SYSTEMS, AND PUBLIC SAFETY PRODUCTS IS THE COMPLETE AND SOLE UNDERTAKING OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING MAINTENANCE SERVICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**PUBLIC SAFETY PRODUCT  
CPE E911 FULL REMEDIAL MAINTENANCE AGREEMENT**

7.2 IN NO EVENT WILL CENTURYLINK BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT MAINTAINED HEREUNDER, OR TO ANY PERSON TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, ARISING IN CONNECTION WITH, OR AS A RESULT OF THIS AGREEMENT.

7.3 CENTURYLINK'S SOLE LIABILITY WILL BE FOR ANY DIRECT OR ACTUAL DAMAGES RESULTING FROM ANY CENTURYLINK NEGLIGENCE, INTENTIONAL ACTS, OR MATERIAL BREACHES OF THIS MAINTENANCE AGREEMENT, AND IN NO EVENT WILL CENTURYLINK'S LIABILITY FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE HIGHER OF THE REPAIR COST OR THE REPLACEMENT COST OF THE PRODUCT FROM WHICH THE CLAIM ARISES.

8. **Adds; Changes.** Customer and CenturyLink may change this Agreement by jointly executing written addenda or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment and/or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

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

10. **CenturyLink Obligations.** CenturyLink will perform ordinary maintenance on, and repairs to, Products listed in Attachment 1 as to manufacturer's original performance specifications. CenturyLink has no obligation to replace Product which can reasonably be repaired in the ordinary course of performing maintenance services. CenturyLink will not maintain, repair or replace software resident within or added to Product. The responsibilities of CenturyLink with respect to resident software will be limited to any remedies provided by the manufacturer of the resident software and such remedies will be passed through directly to Customer. CenturyLink has no responsibilities under this Agreement with respect to add-on software unless such responsibilities are specifically agreed to by both parties and incorporated in Attachment 2 to this Agreement.

11. **Indemnification for Claims Associated with Personal Injury, Death, or Property Damage Only.** Each party will indemnify and hold harmless the other party in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, gross negligence or willful misconduct solely in connection with a party's performance under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property. IN NO EVENT WILL CENTURYLINK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

12. **Limited and Exclusive Warranty: Exclusions.**

12.1 THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO MAINTENANCE SERVICES RENDERED UNDER THIS AGREEMENT.

12.2 CENTURYLINK'S WARRANTY EXTENDS FOR 90 DAYS FROM THE DATE OF A MAINTENANCE SERVICE VISIT BY CENTURYLINK. IF CENTURYLINK MAINTENANCE SERVICE IS NOT CONDUCTED IN A PROFESSIONAL MANNER OR IF IT IS MATERIALLY DEFECTIVE, OR IF MATERIALS USED BY CENTURYLINK IN SUPPLYING MAINTENANCE SERVICE ARE MATERIALLY DEFECTIVE, CUSTOMER'S SOLE REMEDY WILL BE TO REQUIRE CENTURYLINK TO AGAIN PERFORM MAINTENANCE SERVICE, CORRECT EARLIER MATERIAL DEFECTS IN SUCH SERVICE, AND REPLACE ANY MATERIALLY DEFECTIVE MATERIALS USED.

12.3 CENTURYLINK WARRANTS THAT THE MAINTENANCE SERVICE CENTURYLINK PROVIDES UNDER THIS AGREEMENT WILL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

12.4 CENTURYLINK WARRANTS THAT PERSONNEL WHO PERFORM MAINTENANCE TASKS AND FUNCTIONS FOR CENTURYLINK IN CONNECTION WITH THIS WARRANTY UNDER THIS AGREEMENT WILL BE QUALIFIED TO PERFORM ASSIGNED TASKS AND FUNCTIONS IN A PROFESSIONAL MANNER.

12.5 IF THE SERVICES PROVIDED BY CENTURYLINK UNDER THIS AGREEMENT FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF FORCE MAJEURE CONDITIONS, ACTIONS OR NEGLIGENCE BY CUSTOMER, ACTIONS OR NEGLIGENCE BY THIRD PARTIES OR UNRELATED PERSONS (OTHER THAN AN AGENT OR INDEPENDENT CONTRACTOR OF CENTURYLINK), OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER'S CONNECTION OF PERIPHERAL PRODUCT, CUSTOMER WILL PAY ALL COSTS AND CHARGES ASSOCIATED WITH MAINTENANCE AND REPAIR ACTIVITIES.

12.6 THIS WARRANTY EXCLUDES: 1) ELECTRICAL WORK OF ANY KIND EXTERNAL TO MAINTENANCE PERFORMED UNDER THIS AGREEMENT; 2) ANY WORK OR PRODUCT RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE; 3) SUPPLIES AND MATERIALS FOR PAINTING OR REFINISHING PRODUCT(S) SERVICED UNDER THIS AGREEMENT; AND 4) WARRANTY AND MAINTENANCE ON UNINTERRUPTIBLE POWER SUPPLY ("UPS"), INCLUDING BATTERY REPLACEMENT.

**PUBLIC SAFETY PRODUCT  
CPE E911 FULL REMEDIAL MAINTENANCE AGREEMENT**

12.7 THIS WARRANTY ALSO EXCLUDES ANY DIFFICULTIES WITH PRODUCT ARISING FROM TELECOMMUNICATIONS SUPPLIED TO CUSTOMER BY A TELECOMMUNICATIONS COMMON CARRIER, A CONTRACT CARRIER, OR A PRIVATE CARRIER, INCLUDING BUT NOT LIMITED TO INTERRUPTIONS IN LOCAL EXCHANGE TELEPHONE SERVICES.

12.8 CENTURYLINK DOES NOT WARRANT THAT MAINTENANCE SERVICE WILL PERMIT PRODUCT TO OPERATE FREE FROM ERROR OR INTERRUPTION. THIS WARRANTY DOES NOT COVER SITUATIONS ARISING FROM EVENTS, FAILURES, OR ACTIONS CONCERNING SALES, DELIVERY, INSTALLATION, OR OPERATION OF PRODUCT.

**13. End of Life and End of Sale Products.** "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer. "End of Sale" or "EOS" means equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer for a limited period of time after purchase (periods of support will vary by manufacturer). CenturyLink will make an annual review of Customer's Products to identify EOS and EOL equipment and software. This Agreement excludes EOL and EOS equipment or software from Service unless CenturyLink agrees to provide maintenance on a commercially reasonable basis for EOL or EOS equipment as described in Attachment 4, if applicable. Acceptance of an order for Service does not bind CenturyLink to the maintenance of EOL or EOS equipment or software under this Agreement.

13.1. Maintenance for EOL/EOS equipment is contingent on availability of parts.

**14. Governing Law; Dispute Resolution.**

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

14.2 **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 this Agreement on a class or consolidated basis or in a representative capacity.

**15. Notices.** Unless otherwise provided herein, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: Legal Dep't, and to Customer at its then current address as reflected in CenturyLink's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**16. Confidentiality; Publicity.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement or use the name or marks of the other party or its Affiliates; 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. "Affiliate" means any entity controlled by, controlling, or under common control with a party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

**17. 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.

**18. General Provisions.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity, (e.g., End Users). "End User" means Customer's members, end users, customers, or any other third parties who use or access the Service or

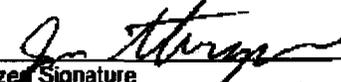
**PUBLIC SAFETY PRODUCT  
CPE E911 FULL REMEDIAL MAINTENANCE AGREEMENT**

the CenturyLink network via the Service. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for tariff or Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

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

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

Sarpy County Communications

  
\_\_\_\_\_  
Authorized Signature  
**Jim Thompson**  
\_\_\_\_\_  
Name Typed or Printed  
**Chairman**  
\_\_\_\_\_  
Title  
**4/8/14**  
\_\_\_\_\_  
Date

Qwest Communications Company, LLC d/b/a

CenturyLink QCC

DocuSigned by:

  
\_\_\_\_\_  
Authorized Signature

Shawn Carolan

\_\_\_\_\_  
Name Typed or Printed  
Sales Manager

**JMA**  
\_\_\_\_\_  
4/21/2014

\_\_\_\_\_  
Date

**PUBLIC SAFETY PRODUCT  
CPE E911 FULL REMEDIAL MAINTENANCE AGREEMENT**

**ATTACHMENT 1**

=====

**CONFIDENTIAL INFORMATION**

=====

**FULL REMEDIAL MAINTENANCE**

**PRODUCT SCHEDULE**

<b>Product Description</b>	<b>Product Number</b>	<b>Quantity</b>	<b>Location (Service Address)</b>
Positron VIPER Media Kit	912890	1	1210 Golden Gate Dt., Papillion, NE 68046
Positron CAMA Interface Module	912801/U	2	"
Admin I/F Module 4 Port	912814/U	3	"
Positron Primary Backroom Server	912802/U	1	"
Positron Primary VoIP Soft Switch	912803/U	1	"
Backroom Position Access License	912811/U	10	"
PBX Access License - Per Workstation	912812/U	9	"
Positron Secondary Backroom Server	912822/U	1	"
Positron Secondary VoIP Soft Switch	912823/U	1	"
Positron VIPER Enabling Kit	913850/G2	9	"
Sonic Media Kit	913590/M	1	"
Positron SONIC Enabling Kit - Workstation	913850/S	9	"
Power 911 Client Access License (CAL)	913100/U	9	"
Power 911 Server Access License (SAL)	913202/U	9	"
Power 911 Media & Documentation	913100/CD	1	"
Power MIS Server Software	920100/U	1	"
Power MIS Client Access License	920101/U	1	"
Power MIS Data License	920102/U	9	"
Power MIS Media & Documentation	920100/CD	1	"
IWS Workstation Prebuilt Product Bundle	914102/BB	9	"
IWS Type 1 Tower Server Prebuilt Product Bundle	914210/G6/BB	2	"
250GB SATA Non Hotplug Hard Disk	914248/G6	4	"
IWS Server Tape Backup System	914431	1	"
Add. Back-up Exec. SQL Agent	914422	1	"

**PUBLIC SAFETY PRODUCT  
CPE E911 FULL REMEDIAL MAINTENANCE AGREEMENT**

**ATTACHMENT 2**

=====

**CONFIDENTIAL INFORMATION**

=====

**MAINTENANCE PROVISIONS**

**General.** After expiration of the warranty period, all Product(s) listed in Attachment 1 will be maintained in accordance with the manufacturer's original performance specifications.

**1. Service and Scope.**

- 1.1 CenturyLink will provide remedial maintenance on Product(s) listed in Attachment 1 on a call out basis.
- 1.2 CenturyLink will target a response time of two hours from receipt of a call to respond to service-affecting call outs.
- 1.3 Remedial maintenance means maintenance CenturyLink deems reasonably appropriate and necessary to return Product(s) listed in Attachment 1 to proper operating condition as specified in the manufacturer's performance specifications.
- 1.4 Prior to call-out, Customer must follow routine test procedures, as specified by CenturyLink, to localize the cause of a problem.
- 1.5 After localization of trouble to the Product(s), Customer will immediately notify CenturyLink, by phone, of any Product(s) malfunction.
- 1.6 Servers and work stations less than five years old are covered under this Agreement, but they are not stocked in CenturyLink-owned spare parts kits. Servers and work stations more than five years old are considered EOL/EOS and are not covered unless approved by CenturyLink.

**2. Repair and Replacement of Parts.**

- 2.1 CenturyLink will have the option to repair or replace Product(s) specified in Attachment 1, or parts thereof.
- 2.2 When CenturyLink replaces parts or Product(s), the replacement parts become the property of Customer and the replaced parts become the property of CenturyLink.
- 2.3 CenturyLink may, at its option, use new, reconditioned, or a later version of the parts or components of Product(s) to replace parts.

**3. Software Upgrades (Optional).** Customer may select the software upgrade program listed on Attachment 3. The availability of this option is contingent on the type of Product used. If Customer selects the software upgrade program, the manufacturer, through CenturyLink, will make new versions and releases of the Product software available for deployment during the contract period. Customer must agree to the software license agreement(s) provided by the Product manufacturer. If Customer is not willing to agree to a manufacturer's software license terms, CenturyLink will not offer the software upgrade program. The software upgrade program is limited to only the software. If any additional hardware or equipment is required to use the software upgrade program, the cost of such additional hardware or equipment will be Customer's responsibility. Any required labor that is provided by a vendor and/or CenturyLink will be billed on a time & material basis at then-current rates and charges. Rates for the software upgrade program are shown in the Software Upgrade Program Schedule in Attachment 3. Maintenance for the software upgrade program will be incorporated into the Maintenance Payment Schedule in Attachment 3.

**4. Exclusions.**

- 4.1 Service calls for Product(s) listed in Attachment 1 that are damaged as a result of misuse of the Product(s), abusive environment, Customer modification, Customer interfaces with peripheral Product(s), moves, vandalism, operator error, use of improper supplies, Force Majeure events, or other causes beyond normal usage of the Product(s) are not covered by this Agreement. However, if Customer requests CenturyLink to make repairs under such circumstances, and if CenturyLink agrees to make such repairs, CenturyLink will provide repair at CenturyLink's then current hourly charge rate for service technicians. All parts required to repair the Product(s) will be paid by Customer at the then current parts list price.
- 4.2 Service calls to locations which are remote from the primary locations listed herein are not covered by this Agreement.
- 4.3 Headsets, Uninterruptible Power Supplies ("UPS"), personal computers printers, and any equipment not listed on Attachment 1 to this Agreement are not covered by this Agreement.

**5. Rates and Charges.**

- 5.1 CenturyLink may initiate an increase on each one-year anniversary of the effective date of the Agreement, provided CenturyLink notifies Customer, in writing, 30 days in advance of any such increase. Maintenance charges are provided in Attachment 3 to this Agreement.

**PUBLIC SAFETY PRODUCT  
CPE E911 FULL REMEDIAL MAINTENANCE AGREEMENT**

**ATTACHMENT 3**

=====

**CONFIDENTIAL INFORMATION**

=====

**MAINTENANCE CHARGES AND PAYMENT SCHEDULE  
FULL REMEDIAL MAINTENANCE**

**1. Full Remedial Maintenance.**

Check the box that applies:  Premium (24 x7) Spare Parts kits will be available.  
 Standard (8-5 M- F local time) Spare Parts kits will be available.  
 N/A. Customer is purchasing EOUEOS maintenance only. (See Attachment 4 for EOUEOS charges)

**1.1 Maintenance Term. (1 Years).** If CenturyLink's agreement with the equipment manufacturer terminates before the end of this Agreement, CenturyLink may discontinue maintenance service with reasonable notice to Customer.

**1.2. Maintenance Payment Schedule.** Customer will pay the following charges for the Products listed in Attachment 1 in accordance with the following payment schedule.

Schedule	Annual Maintenance Charges
First Year	\$14,727.46
Second Year	\$
Third Year	\$
Fourth Year	\$
Fifth Year	\$

**2. Software Upgrade Program Schedule.** Customer will pay the following charges in accordance with the following payment schedule.

Check the box that applies:  With Premium Maintenance (24 x7, includes labor for software upgrade; does not include hardware refresh)  
 With Standard Maintenance (8-5 M-F local time, includes labor for software upgrade; does not include hardware refresh)  
 Not applicable – Customer does not participate in the Software Upgrade Program

Schedule	Annual Software Upgrade Program Charges*
First Year	\$20,412.00
Second Year	\$
Third Year	\$
Fourth Year	\$
Fifth Year	\$

\*Any hardware refresh required and provided by a vendor and/or CenturyLink will be billed on a time & material basis at current rates and charges.

Customer

  
(Initials) (Date)

CenturyLink

<sup>DS</sup>  
SC 4/21/2014  
(Initials) (Date)

