

## CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT

This interstate agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC including its subsidiary El Paso County Telephone Company ("CenturyLink"), and Yellowstone County ("Customer") and will become effective on the latest signature date (the "Agreement Effective Date"). CenturyLink Services are available only in CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. Using CenturyLink's electronic signature process for the Agreement is acceptable.

Yellowstone County

  
Authorized Signature

Denis Pitman  
Name Typed or Printed

Chairman  
Title

July 2, 2019  
Date

Qwest Corporation d/b/a CenturyLink QC

Jeffery Miller  
Jeffery Miller (Jul 5, 2019)

Authorized Signature

Jeffery Miller

Name Typed or Printed

Sr Manager Offer Management

Title

Jul 5, 2019

Date

Customer's address for notices:

Customer's facsimile number:

Person designated for notices:

**1. Services.** CenturyLink will provide, and Customer will purchase, the services ("Services") set forth in the service exhibits ("Service Exhibits"). Customer understands the Agreement is for CenturyLink private line and advanced communications services capable of transmitting 200 Kbps or greater in each direction and listed below. Services that are lower than 200 Kbps must be purchased under separate contract or tariff. CenturyLink will provide Service for locations listed on the pricing attachment and when adequate capacity is available. The Service Exhibits attached to the Agreement and incorporated by this reference as of the Agreement Effective Date are shown below:

- ☐ GeoMax®  
☐ Self-Healing Network Service ("SHNS")  
☒ CenturyLink Metro Optical Ethernet or Metro Ethernet ("Metro Ethernet")  
☐ HDTV-Net

- ☐ Synchronous Service Transport ("SST")  
☐ Optical Wavelength Service

**1.1 Jurisdiction.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

**1.2 Construction.** CenturyLink may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink.

**1.3 Expedite.** Any Customer requests for CenturyLink to Expedite the delivery of Service before the standard or negotiated Service Due Date will be deemed an expedited order and Expedite charges will apply. Upon CenturyLink's receipt of an Expedite request from Customer, Customer and CenturyLink will mutually agree to a new Service Due Date.

**1.4 Service Changes.** Customer may add, move, or upgrade each Service in a pricing attachment via an Amendment to the Agreement. New Service and any addition, move, or upgrade to existing Service is subject to the terms of the ISG in effect when the Amendment to add, move, or upgrade existing Service is executed or for new Service when the new Service is installed. Existing terms and conditions will continue to apply to existing Service. But if an ISG change results in a conflict with the terms and conditions applicable to the Service, then Customer must agree to an amendment modifying the terms and conditions before CenturyLink will provision the new Service or the additions, moves, or upgrades to existing Service.

**1.5 Service Interruptions.** Service interruption means a total disruption of the Service subject to restrictions and exclusions outlined in an SLA. Services with a Service-specific SLA are subject to the credit for service interruptions contained in the applicable SLA and described in the ISG. Services without a Service-specific SLA are subject to the credit for service interruptions contained in the ISG. The credits outlined in the SLAs or ISG are Customer's sole and exclusive remedy for interruptions of any kind to the Service. CenturyLink may, from time to time, suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.



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### 1.6 Customer Responsibilities. Customer is responsible for the following:

(a) **On-Site Operations.** All Customer operations concerning Service at Customer's premises will be performed at Customer's expense, and Customer will be required to conform to all applicable specifications that CenturyLink may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed to provide Service on Customer's premises will be provided only at Customer's expense.

(b) Customer will properly use the Service. Customer will not itself or permit others to use the Service in ways it is not intended or alter, tamper with, adjust, or repair the Service.

### (c) Installation, Maintenance, and Repair.

(i) Customer will reasonably cooperate with CenturyLink or its agents to install, operate, maintain, or repair Service. 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. These items may include, for example, rights to use or install pathways, shafts, risers, conduits, telephone closets, interior wiring, service areas, racks, cages, and utility connections or entries required to reach point of termination. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(ii) 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.

(iii) If a service interruption occurs due to Customer's failure to fulfill its obligations in this section, CenturyLink will be exempt from meeting the specified SLAs for that service interruption.

2. **Agreement Term.** The Agreement will remain in effect as long as any Service is offered under it ("Agreement Term"). Should all Services under the Agreement expire or terminate as contemplated by the Termination section of the Agreement, then the Agreement will terminate.

3. **Rates.** Rates, including Rates for optional features or functions, are set forth in each pricing attachment for informational purposes. Customer will receive the Rates in effect in the ISG on the Service Acceptance Date. CenturyLink will keep an archive of the ISG Web pages listing Rates, including dates of Rate changes. Customer agrees that CenturyLink's archive is conclusive evidence in the event of a dispute. CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days' notice.

### 4. Payment.

4.1 Customer must pay CenturyLink all charges by the due date on the invoice if specified. Any amount not paid when due is subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at <https://www.centurylink.com/business/login/>. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remittance only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

4.2 If Customer requests items from the ISG for which charges do not appear in a pricing attachment, CenturyLink will inform Customer of the charges at the time of the request, giving Customer the opportunity to cancel the request, rather than incurring the charges. Those items may include, but are not limited to: (a) Expedites, including third-party charges incurred by CenturyLink in connection with the Expedite; (b) CPE; (c) Construction; (d) Termination Charges; (e) charges for labor, testing, or design changes; (f) inside wiring; and (g) additional administrative charges that may be applied for services not described on pricing attachments or for requests to provision Services in a manner inconsistent with CenturyLink's then-current practices. Customer will pay such charges regardless of whether Customer cancels Service or CenturyLink fails to deliver on the requested Expedite date, unless such failure was caused by CenturyLink.

5. **Confidentiality.** Neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. CenturyLink will not be deemed to have



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accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**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 WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

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

**9.1 Consequential Damages.** NO 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 in the ISG for Services without an SLA; 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 or applicable ISG language does not exist for the affected Service.

**10. 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 is limited to proven direct damages.

**11. Other Direct Damages.** For all other claims arising out of the Agreement, the maximum liability for Customer and CenturyLink 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 indemnification obligations or Customer's payment obligations under the Agreement.

**12. Indemnification.** Each party will defend and indemnify the other, their 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 alleged to have been caused by the negligence or willful misconduct of the indemnifying party unless otherwise stated in a CenturyLink QC Service Exhibit. Customer will also defend and indemnify CenturyLink, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users.

### 13. Termination.

**13.1 Order.** CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the ISG. If the order for Service is canceled: (a) at Customer's request or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to ISG cancellation charges.

**13.2 Service; Service Exhibit After Service Acceptance Date.** Either party may terminate an individual Service ordered under a Service Exhibit after the Service Acceptance Date under the terms of the applicable Service Exhibit. CenturyLink will waive the Termination Charge in excess of the Minimum Service Period if Customer terminates due to a move or upgrade of all or a portion of Service and all of the following conditions are met ("Waiver Policy"):

(a) Customer must have satisfied the Minimum Service Period for the existing Service or be subject to the Termination Charge applicable to the unexpired portion of the Minimum Service Period;

(b) Customer must agree to a new service term and Minimum Service Period for the new service;

(c) The total value of the new Service must be equal to or greater than 115% of the remaining value of the Service being terminated. NRCs and Construction charges will not contribute toward the 115% calculation;



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- (d) The request to disconnect the existing Service and the request for the new service are received by CenturyLink at the same time and both requests must reference this Waiver Policy;
- (e) For MOE, the new Service installation due date must be within 30 days of the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink; for SHNS, SST, GeoMax, HDTV-NET, and Optical Wavelength Service the new Service installation due date must be on or before the due date of the disconnection of the existing Service, unless the installation is delayed by CenturyLink;
- (f) Customer agrees to pay all outstanding MRCs and NRCs for existing Service;
- (g) The NRCs in effect at the time the Service is moved or upgraded will apply to the move or upgrade; and
- (h) This Waiver Policy only applies to moves or upgrades to other CenturyLink services that are subject to a CenturyLink tariff or the CenturyLink ISG.

**13.3 Agreement.** Either party may terminate the Agreement and all Service by providing 30 days' written notice to the other party. 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, or ISG. If Customer terminates the Agreement for Convenience or CenturyLink terminates it for Cause, then Customer will pay to CenturyLink the Termination Charges set forth in the applicable Service Exhibit(s).

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

### 14. Miscellaneous.

**14.1 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 (or in the ISG for Services that do not have an 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, indemnification, 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.

**14.2 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, ISG, CenturyLink records, and if applicable, CenturyLink Tech Pubs.

**14.3 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.

**14.4 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.

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

**14.6 Credit Approval.** Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

### 14.7 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.



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(b) **Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(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.

**14.8 No Resale; Security.** 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. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**14.9 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. But Customer may not assign this Agreement or any Service to a reseller or a telecommunications carrier under any circumstances.

**14.10 Amendments; Changes.** The Agreement may be amended only in a writing signed by both 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 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 ISG with such updated ISG effective upon posting or upon fulfillment of any necessary regulatory requirements.

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

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

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

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

**14.13 Entire Agreement.** The Agreement, any applicable Service Exhibit, pricing attachment, the ISG, and Tech Pubs constitute the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same Service at the same locations as covered under this Agreement.

## 15. Definitions.

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



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"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 unrestricted 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.

"Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink to construct facilities.

"Convenience" means any reason other than for Cause.

"CPE" means any customer premises equipment, software, and/or other materials 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.

"Demarcation Point" means the CenturyLink designated: (a) physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment; or (b) physical interface between a third-party carrier connecting the CenturyLink Domestic Network to Customer's telecommunications equipment. "CenturyLink Domestic Network" means the CenturyLink operated facilities located within CenturyLink's 14-state local service area (those states are listed in the opening paragraph of the Agreement) and which consists of transport POPs, physical media, switches, circuits and/or ports that are operated solely by CenturyLink.

"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.

"Expedite" means Customer's request to CenturyLink to provision a Service more quickly than the CenturyLink standard or negotiated interval for which an additional Expedite charge will apply.

"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.

"ISG" means CenturyLink QC's Interstate Service Guide No. 11 located at <http://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffInfoPage.html>.

"Minimum Service Period" means 12 months following the Service Acceptance Date, as evidenced by CenturyLink records.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Rates" means the MRCs and NRCs for the Service.

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

"Service Acceptance Date" means the date Customer accepts the Service or the date billing commences per the ISG, as evidenced by CenturyLink records.

"Service Due Date" means the date CenturyLink makes the Service available to Customer for testing.

"SLA" means the service level agreement for each Service, if applicable, located at <http://www.centurylink.com/legal/sla.html>; SLAs are subject to change. Each SLA provides Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever for the applicable Service. Not all Services have a Service-specific SLA.

"SONET" means Synchronous Optical Network.

"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.

"Tech Pub" means each technical publication specific to a Service, all of which are located at <http://www.centurylink.com/techpub/> and subject to change. Each CenturyLink Service Exhibit stipulates the Tech Pub that applies to that service, if any.

"Termination Charge" means the termination charges detailed in the Service Exhibits.



**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
INTERSTATE METRO ETHERNET SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink QC ("Centurylink") will provide and Customer will purchase CenturyLink Metro Ethernet ("Service") under the Agreement, this service exhibit ("Service Exhibit"), and the ISG, and at the locations specified on the pricing attachment. Capitalized terms not defined in this Service Exhibit are defined in the Agreement. Service is subject to Tech Pub 77411 and to the online SLA.

**2. Service.**

**2.1 Description.** Metro Ethernet is a flexible transport service that uses established Ethernet transport technology. Metro Ethernet provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Metro Ethernet extends to the Demarcation Point. Service is available over three designs: (a) "Customer Premises," supporting transmission speeds as low as 1 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 up to 100 Mbps, and in increments of 100 Mbps from 100 up to 1,000 Mbps; (b) "Central Office," supporting transmission speeds of up to 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) "Ethernet with Extended Transport" (DS3 is required and purchased separately from Metro Ethernet), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps.

**2.2 Changes.** Customer may add or change Service with an amendment containing a pricing attachment. Subsequent amendments containing pricing attachments to add or change a Bandwidth Profile, Quality of Service, or Protect Routing to an existing Service Term must be coterminous with the existing Service Term. Subsequent amendments containing pricing attachments to increase a Metro Ethernet Bandwidth during the Service Term, will not be assessed the Metro Ethernet Port NRC, unless the change in bandwidth requires a higher capacity Metro Ethernet Port that would result in a Metro Ethernet Port NRC; however, the MRC will be changed to the then-current Metro Ethernet Bandwidth Profile Charge specified in the ISG. Customer may subsequently decrease the Metro Ethernet Bandwidth Profile as low as the originally configured bandwidth without being assessed a Termination Charge. If Customer chooses to decrease the Metro Ethernet Bandwidth to a lower bandwidth than originally agreed to before the expiration date of the Service Term, a Termination Charge will apply.

**2.3 Moves.** Customer requests for a physical move of Service to a new location will be treated as a termination of Service at the original location. NRCs will apply, and Minimum Service Period requirements must be met in the new location. If the remainder of the original Service Term is not long enough after the effective date of the move to meet the Minimum Service Period for the moved Service, then Customer must select a new Service Term. Customer requests for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge.

**3. Service Term; Termination.**

**3.1 Service Term.** This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or termination of the last to expire (or terminate) Service. Each Service ordered, including additions and renewals, will have its own Minimum Service Period (as defined in the Agreement) and "Service Term" as indicated on a pricing attachment. Both Parties agree to begin discussions regarding the renewal or discontinuation of Service 90 days before expiration of a Service Term. If the parties do not reach agreement by expiration of a Service Term, Service will continue under the terms of the Agreement and this Service Exhibit and revert to the then-current month-to-month ISG Rates.

**3.2 Termination.**

(a) Either party may terminate Service or this Service Exhibit in accordance with the Agreement and ISG. Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Service Term, Service or this Service Exhibit is terminated either by CenturyLink for Cause or by Customer for Convenience, then Customer will also be liable for any Termination Charges.

(b) If that termination is before the date Service is available for use, the Termination Charge will be those reasonable expenses incurred by CenturyLink through the date of termination including, but not limited to, the standard installation charges for the Service, regardless of any waivers or promotions extended to Customer based on its completion of the Service Term.

(c) If that termination is during the Minimum Service Period, Customer will pay a Termination Charge of 100% of the Service MRCs being terminated, including the applicable MRCs multiplied by the number of months remaining in the Minimum Service Period, plus 40% of the MRCs multiplied by the number of months remaining in the Service Term after the Minimum Service Period.

(d) If that termination is after the Minimum Service Period, Customer will pay a Termination Charge of 40% of the MRCs multiplied by the number of months remaining in the Service Term.

(e) Service is no longer subject to a Termination Charge once it goes month-to-month after the completion of the Service Term.

**4. Charges.** Current Rates for Service and optional features are set forth in the pricing attachment. At the conclusion of the Service Term, the Service will continue to be subject to the Agreement and this Service Exhibit and the Rates will revert to the then-current month-to-month ISG Rates, unless Service and optional features are renewed for a new Service Term on a pricing attachment via amendment. If Service and optional features are renewed for a new Service Term on a pricing attachment via amendment, the Rates will be those in effect at the time the Service is renewed, as evidenced by CenturyLink's records. Service is subject to and Customer will pay to CenturyLink all applicable CenturyLink ISG interstate charges.

**CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT  
INTERSTATE METRO ETHERNET SERVICE EXHIBIT  
PRICING ATTACHMENT  
Yellowstone County**

• **Contract ID Pramata #**

Service expires 36 months from the Service Acceptance Date ("Service Term").\* When Customer renews Service on a pricing attachment with no Service changes, the Service Term in the previous sentence and the above Contract Number are the sole entries that need to be completed. When Customer changes Service under an amended pricing attachment, the Contract Number needs to be completed in addition to the other information.

\* The initial Service purchased by Customer requires a specific number of months indicated in the Service Term in the previous paragraph. In cases where subsequent additions and changes to Service do not require a new Service Term, "Coterminous" should be selected as the Service Term in the previous paragraph and those additions and changes will be coterminous with the Service associated with Contract ID Pramata # of initial service.

**(COCC MRC required for Central Office design)**

**(Show N/A, if an MRC does not apply)**

<b>Location (Address, City, State)</b>	<b>Bandwidth Profile</b>	<b>Total MRC</b>	<b>Port Speed</b>	<b>Total NRC</b>	<b>COCC Total MRC</b>
308 6 <sup>TH</sup> AVE. N., BILLINGS, MT 59101	100 Mbps	\$700.00	1000 Mbps	\$0.00	\$
222 N. 32 <sup>ND</sup> , BILLINGS, MT 59101	100 Mbps	\$700.00	1000 Mbps	\$0.00	\$
3165 KING AVE. E., BILLINGS, MT 59101	100 Mbps	\$700.00	1000 Mbps	\$0.00	\$
410 S. 26 <sup>TH</sup> , BILLINGS, MT 59101	100 Mbps	\$700.00	1000 Mbps	\$0.00	\$
217 N. 27 <sup>TH</sup> , BILLINGS, MT 59101	500 Mbps	\$1,000.00	1000 Mbps	\$0.00	\$
1200 S. SHILOH RD., BILLINGS, MT 59106	5 Mbps	\$255.00	10/100 Mbps	\$0.00	\$







# OMR-R002849 Yellowstone County(Jeffery Miller)

Final Audit Report

2019-07-05

Created:	2019-07-03
By:	Sabrina Crawford (sabrina.crawford@centurylink.com)
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## "OMR-R002849 Yellowstone County(Jeffery Miller)" History

-  Document created by Sabrina Crawford (sabrina.crawford@centurylink.com)  
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-  Signed document emailed to Jeffery Miller (pomdirectorsignature@centurylink.com) and Sabrina Crawford (sabrina.crawford@centurylink.com)  
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**AMENDMENT TO  
CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT**

**THIS AMENDMENT NO. TWO** (this "Amendment") by and between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and **YELLOWSTONE COUNTY** ("Customer"), hereby amends the CenturyLink Interstate Private Line and Advanced Network Services Agreement, CenturyLink Content ID: 1224858, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by CenturyLink.

**QWEST CORPORATION D/B/A CENTURYLINK QC**

**YELLOWSTONE COUNTY**

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

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

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CenturyLink and Customer wish to amend the Agreement by checking one or both of the boxes for numbers 1 and 2 below:

☐ **1. Add a Service Exhibit.** By checking one of the boxes below, Customer indicates which Service Exhibit(s) it is adding to the Agreement under this Amendment. A Service Exhibit must be added when the Service is completely new under the Agreement or when the RSS is changed. If the Service Exhibit is being added due to an RSS change, then the new Service Exhibit will apply to Service additions and rearrangements associated with this Amendment and subsequent Service additions and rearrangements. Any existing Service Exhibit under the Agreement, prior to an RSS change, will continue to apply to any existing Service. The appropriate pricing attachment must be included with each Service Exhibit checked below:

**Service Exhibit(s) being added:**

- ☐ GeoMax
- ☐ HDTV-Net
- ☐ Metro Ethernet

- ☐ Self-Healing Network Service
- ☐ Synchronous Service Transport
- ☐ Optical Wavelength Service

☐ **2. New Pricing Attachment.** By checking one of the boxes below, Customer indicates it is adding a pricing attachment to an existing Service Exhibit for the purpose of adding Service or for Service rearrangements:

**Pricing Attachment being added for the following Service(s):**

- ☐ GeoMax
- ☐ HDTV-Net
- ☒ Metro Ethernet

- ☐ Self-Healing Network Service
- ☐ Synchronous Service Transport
- ☐ Optical Wavelength Service

**3.** This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and be deemed part of the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding on the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter of this Amendment, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.



**AMENDMENT TO  
CENTURYLINK INTERSTATE PRIVATE LINE AND ADVANCED NETWORK SERVICES AGREEMENT**

**PRICING ATTACHMENT  
Yellowstone County**

• **Contract ID 1224858**

The below Locations are renewed on a Month-to-Month basis for a maximum of 12-months ("Service Term").\* When Customer renews Service on a pricing attachment with no Service changes, the Service Term in the previous sentence and the above Contract Number are the sole entries that need to be completed. When Customer changes Service under an amended pricing attachment, the Contract Number needs to be completed in addition to the other information.

\* The initial Service purchased by Customer requires a specific number of months indicated in the Service Term in the previous paragraph. In cases where subsequent additions and changes to Service do not require a new Service Term, "Coterminous" should be selected as the Service Term in the previous paragraph and those additions and changes will be coterminous with the Service associated with Contract ID 12248581.

**(COCC MRC required for Central Office design)**

**(Show N/A, if an MRC does not apply)**

<b>Location (Address, City, State)</b>	<b>Bandwidth Profile</b>	<b>Total MRC</b>	<b>Port Speed</b>	<b>Total NRC</b>	<b>COCC Total MRC</b>
217 N. 27 <sup>TH</sup> , BILLINGS, MT 59101	100 Mbps	\$500.00	10/100 Mbps	\$0.00	\$
1200 S. SHILOH RD., BILLINGS, MT 59106	5 Mbps	\$255.00	10/100 Mbps	\$0.00	\$
3165 KING AVE., BILLINGS, MT 59101	100 Mbps	\$500.00	10/100 Mbps	\$0.00	\$
308 6 <sup>TH</sup> AVE. N, BILLINGS, MT 59101	100 Mbps	\$500.00	10/100 Mbps	\$0.00	\$