

**PARTICIPATING ADDENDUM
BETWEEN
Tooele County
AND
CENTURYLINK COMMUNICATIONS, LLC**

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned represents that it is a government department, institution, agency or political subdivision (i.e., colleges, school districts, counties, cities, etc.) located in the State of Utah ("Eligible Purchaser"); and, as such, it is qualified to purchase Communications Services ("Service(s)") pursuant to the terms and conditions of the CenturyLink Communications, LLC ("CenturyLink"), State of Utah – Statewide Contract #MA108, OMR: N274517/Content ID: 1164463, executed on or about June 15, 2018, by and between CenturyLink Communications, LLC ("CenturyLink") and the State of Utah, Division of Purchasing and General Services, as amended, including its Exhibits and Attachments (hereafter the "Underlying Contract").
2. The undersigned ("Purchaser") is executing this Participating Addendum for the purpose of purchasing Service from CenturyLink pursuant to the CenturyLink Underlying Contract. Purchaser will be subject to all terms and conditions of this Participating Addendum and the Underlying Contract. Purchaser will be responsible for any and all use of Services under this Participating Addendum and the Underlying Contract, including but not limited to responsibility for payment obligations. Purchaser will be CenturyLink's customer of record for the Services provided under this Participating Addendum and the Underlying Contract.
3. **DESCRIPTION OF SERVICES.** CenturyLink will provide to Purchaser the Services as set forth in the Underlying Contract and on the Attachment 1 (if required), Service Locations, attached hereto and incorporated by reference (the "Services"). To the extent Services are tariffed, and where such terms and conditions of the CenturyLink applicable tariffs do not conflict with the Underlying Contract, the provisions of the tariff will apply and, in such cases, references in this Agreement to Service Schedule(s) will instead be deemed to refer to the applicable tariff.
4. **TERM.** This Participating Addendum is effective as of the latest signature date below ("Effective Date"). The Term for Service begins on the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term") and ends upon expiration of the last-to-expire Service ordered hereunder.
5. **PRIMARY CONTACT.** The primary Purchaser contact individual for this Participating Addendum is as follows:
Derek Bracken
6. **VOIP SERVICES.** Purchaser may order VOIP Services that are subject to certain limitations regarding 911 access and location services. The VOIP Services Acknowledgement attached to this Participating Addendum is incorporated by reference and describes the limitations of VOIP Services. Purchaser must initial the VOIP Services Acknowledgement to record its acceptance of the terms described in the attachment.
7. This Participating Addendum and the Underlying Contract set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Underlying Contract will not be added to or incorporated into this Participating Addendum or the Underlying Contract, by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Underlying Contract will prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Customer: Tooele County

CenturyLink Communications, LLC

Wade B. Bitner
Authorized Signature

DocuSigned by:
Sue Baker
Authorized Signature
Sue Baker

WADE B BITNER
Name Typed or Printed

Name Typed or Printed
Manager- Offer Management

Commission Chairman
Title

7/24/2018
Title

18 July 2018
Date

Date
Address for Notices:
CenturyLink
931 14th Street, 10th Floor
Denver, Colorado 80202
Attn: Legal Department

Address for Notices:

ATTACHMENT ONE TO THE
PARTICIPATING ADDENDUM BETWEEN
Tooele County
AND
CENTURYLINK COMMUNICATIONS, LLC
COMMUNICATIONS SERVICES

SEE ATTACHED LIST OF SERVICES/RATES.

<p>(FOR CENTURYLINK INTERNAL USE ONLY)</p> <p><u>FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION</u></p> <p>AQCB Quote No. _____</p> <p>Date Concurred: _____</p>
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CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CenturyLink Communications, LLC Service Appendix
VOIP SERVICE ACKNOWLEDGEMENT

VoIP Services and Acceptance of 911 Limitations. Under the Agreement, Customer may purchase a VoIP Service (*Hosted VoIP and IQ SIP Trunk Service, Analog VoIP Service, SIP Trunk Service, Managed Office Service, Managed Office Essentials, Core Connect, or HCS Service*) from CenturyLink. The VoIP Service(s) are subject to a CenturyLink acceptable form of agreement and Quote, as applicable, that are signed by authorized representatives of both parties.

2. **911 Limitations.** VoIP Services are subject to certain limitations to 911 access when using VoIP. The Federal Communications Commission (FCC) requires CenturyLink to inform Customer about these limitations and to obtain Customer's agreement. To purchase VOIP Services under the Agreement, Eligible User ("Customer") must indicate its agreement by initialing the 911 Emergency Service Acknowledgment below.

3. **Acceptance of 911 Limitations.** Eligible User accepts the following VoIP limitations to 911 access:

1. **911 Emergency Service.**



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

1.1 **Required Federal Communications Commission ("FCC") Warning.** *The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using 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 Hosted VoIP or SIP Trunk seats that are not associated to a stationary IP enabled device (e.g., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. 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: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) 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; (d) 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 two business days (**Important:** Customer and end users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) 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, Soft Phones, 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); or (f) while maintenance work is being performed. **For SIP Trunk:** Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with SIP Trunk. If a Remote BLA or Remote SCA is enabled, and Customer or an end user make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an end user has a Remote BLA or Remote SCA 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 or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.*

1.2 **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. **For Hosted VoIP:** 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 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 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. **Remote BLA/SCA Limitation for Hosted VoIP:** The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location, Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from*

Relates to Master Agreement CenturyLink OMR #N274517

routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval. **For SIP Trunk:** Enhanced 911 allows for 911 calls to be pinpointed to the specific location of the end user. If Customer does not add the Enhanced 911 feature, the location directed to the PSAP receiving the call will be based on the street address for the PPU where SIP Trunk is installed. The location indicated to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number, which may be different from the number from which an end user is calling 911 based on the options Customer has selected for its PBX and/or IAD, the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, end users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the end user back if the call is not completed or is disconnected, enabling responders to locate the end user and assist with the emergency. If Customer orders the Enhanced 911 optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.

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

1.3 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.

1.4 Customer Must Notify End Users of 911 Limits.

Customer will notify all end users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) 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 Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer end users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The end user will need to click on the display to acknowledge the warning. Customer should direct its end users to the following URL to review these 911 Emergency Service limitations: <http://www.centurylink.com/legal/HV1QSIP/911advisory.pdf>.

1.5 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).

1.6 Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only). Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

1.7 911 Calls from Alien TNs. When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its end users should not make 911 calls from Alien TNs.

1.8 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:

PRINT CUSTOMER REPRESENTATIVE'S NAME:

CUSTOMER REPRESENTATIVE'S INITIALS:

TODDLE COUNTY
WADE B. BITNER
WB

Attachment One to the
Participating Addendum Between
Tooele County

and

Qwest Communications Company, LLC d/b/a CenturyLink QCC
Data Communications Services

CenturyLink BTN	Location	Service	Connection/ Port Speed	Bandwidth Profile	Expiration Date	Quantity	Unit Rate	Monthly Total	One Time Charge
	15 E. 100 S., Tooele, UT 84074	CenturyLink Local Loop	1000 Mb	500 Mb	06/14/23	1	\$800.00	\$800.00	
	15 E. 100 S., Tooele, UT 84074	iQ Internet Port	1000 Mb	500 Mb	06/15/23	1	\$700.00	\$700.00	400.00
							Totals	\$1,500.00	\$400.00