

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Navasota Independent School District (inc) ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.


AGREED:**CENTURYLINK SALES SOLUTIONS, INC.**

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

And if related to a dispute to:
CenturyLink
Attn: Legal Department
1801 California Street, #900
Denver, CO 80202
Fax: (888) 778-0054

Navasota Independent School District (inc)

By: 
Printed: Ronnie Gonzalez
Title: Chief Administrative Officer
Date: 5/24/16

Customer Address: PO BOX 511
NAVASOTA, TX 77868-0511

**Address
for Notices
(if different
from
above):**

Sales Rep: Patty Harper
Sales Rep Phone: (254) 690-9804

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 16-004512

2. **PRICING.**

- 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
- 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Navasota Independent School District (inc)
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 3/7/2016
Expire Quote Date: 7/24/2016
Customer Copy - Quote #: 16-004512



Customer Contact Information:

Company Name: Navasota Independent School District (inc)
Billing Address: PO BOX 511
Billing City, State, Zip: NAVASOTA TX 77868-0511
BAN ID: 313789437
Customer Contact Name: Ronnie Gonzalez
Customer Contact Phone: 936-825-4208
Customer Contact E-mail: gonzalezr@navasotaisd.org

CenturyLink Contact Information:

Sales Person: Patty Ratcliffe [1073815]
Email: patty.harper@centurylink.com
Sales Contact Number: 254-690-9804
Dealer Code: 1073815

Engineer: Don Robbins
Email: don.robbins@centurylink.com
Engineer Contact Number: 501-533-1033

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Metro Ethernet - Classic Enhanced Services

Term Agreement: 36 month

Total # of Sites included in this quote: 4

Site	Listing Name	MRR	NRR
A	Navasota ISD Admin	\$2500.00	\$0.00
B	Navasota Junior High School	\$2500.00	\$0.00
C	John C. Webb Elementary/Navasota Education Learning Center	\$2500.00	\$0.00
D	Navasota ISD Admin	\$2500.00	\$0.00
	TOTAL	\$10000.00	\$0.00

Navasota Independent School District (inc)
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 3/7/2016
Expire Quote Date: 7/24/2016
Customer Copy - Quote #: 16-004512



Customer Service Location:

PON #:
Primary Location Name: Navasota ISD Admin
Address: 705 E. Washington Ave
City, State, Zip: Navasota, TX, 77868
NPA-NXX: 936-825
On Site Contact Name: RONNIE GONZALEZ
Work TN: 936-825-4208

Telco Central Office Information:

Telco A: United Telephone Company of Texas, Inc.
Serving Central Office CLLI: NVSTTXXA03W
Serving Central Office Address: 220 FARQUHAR ST
Serving Central Office City, State, Zip: NAVASOTA, TX 77868

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
A	1	2016WOA7WUYQ	ICB	10-Gig Enhanced Ethernet Classic	\$2,500.00	
				TOTAL	\$2,500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: United Telephone Company of Texas, Inc.
Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

Navasota Independent School District (inc)
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 3/7/2016
Expire Quote Date: 7/24/2016
Customer Copy - Quote #: 16-004512



Customer Service Location:

PON #:
Primary Location Name: Navasota Junior High School
Address: 9038 State Highway 90 S
City, State, Zip: Navasota, TX, 77868
NPA-NXX: 936-825
On Site Contact Name: RONNIE GONZALEZ
Work TN: 936-825-4208

Telco Central Office Information:

Telco B: United Telephone Company of Texas, Inc.
Serving Central Office CLLI: NVSTTXXA03W
Serving Central Office Address: 220 FARQUHAR ST
Serving Central Office City, State, Zip: NAVASOTA, TX 77868

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
B	1	2016WOA7WUYQ	ICB	10-Gig Enhanced Ethernet	\$2,500.00	
				TOTAL	\$2,500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: United Telephone Company of Texas, Inc.
Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

Navasota Independent School District (inc)
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 3/7/2016
Expire Quote Date: 7/24/2016
Customer Copy - Quote #: 16-004512



Customer Service Location:

PON #:
Primary Location Name: John C. Webb Elementary/Navasota Education Learning Center
Address: 1604 Stacey Street
City, State, Zip: Navasota, TX, 77868
NPA-NXX: 936-825
On Site Contact Name: RONNIE GONZALEZ
Work TN: 936-825-4208

Telco Central Office Information:

Telco C: United Telephone Company of Texas, Inc.
Serving Central Office CLLI: NVSTTXA03W
Serving Central Office Address: 220 FARQUHAR ST
Serving Central Office City, State, Zip: NAVASOTA, TX 77868

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
C	1	2016WOA7WUYQ	ICB	10-Gig Enhanced Ethernet Classic	\$2,500.00	
				TOTAL	\$2,500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: United Telephone Company of Texas, Inc.
Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

Navasota Independent School District (inc)
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 3/7/2016
Expire Quote Date: 7/24/2016
Customer Copy - Quote #: 16-004512



Customer Service Location:

PON #:
Primary Location Name: Navasota ISD Admin
Address: 705 E. Washington Ave
City, State, Zip: Navasota, TX, 77868
NPA-NXX: 936-825
On Site Contact Name: RONNIE GONZALEZ
Work TN: 936-825-4208

Telco Central Office Information:

Telco D: United Telephone Company of Texas, Inc.
Serving Central Office CLLI: NVSTTXXA03W
Serving Central Office Address: 220 FARQUHAR ST
Serving Central Office City, State, Zip: NAVASOTA, TX 77868

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
D	1	2016WOA7WUYQ	ICB	10-Gig Enhanced Ethernet Classic	\$2,500.00	
				TOTAL	\$2,500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: United Telephone Company of Texas, Inc.
Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote ("Ethernet Services"), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer's responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x $\frac{3}{4}$ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

If Customer is in a multi-tenant building and the shared building terminal at Customer's location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24" x 24" x 9" cabinet with $\frac{3}{4}$ " plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
4. Customer must ensure 4 consecutive rack units of space in a 19" data rack are available for Ethernet Services. Customer must provide space in a 19" wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
8. Customer must confirm that its Local Area Network ("LAN") has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer's responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer's network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
10. The CenturyLink installer will not connect Ethernet Services to Customer's LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

CenturyLink and Customer are entering into an Agreement for the provision of certain telecommunications services, equipment or both ("Service"). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, "Support"). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or when Customer receives Service.

1. **EFFECTIVE DATE OF AGREEMENT.** The Term of the Agreement will begin according to the following option selected by Customer:

<input type="checkbox"/> Option 1.	The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input checked="" type="checkbox"/> Option 2.	The Term will begin on July 1, 2016. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	The Term will begin on the last date on which both parties have signed the Agreement <u>and</u> CenturyLink has received USAC's Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator ("Other Funding Source"). But if CenturyLink receives USAC's Funding Commitment Decision Letter or a commitment from an Other Funding Source before July 1, 2016, the effective date of the Agreement will be July 1, 2016. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.
<input type="checkbox"/> Option 4.	The Term will begin on the last date on which both parties have signed the Agreement. Customer affirms that it is not currently requesting Support for Service. The remainder of this Addendum will not apply to the Agreement if Customer selects Option 4. If Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.

If Customer does not indicate an affirmative choice above, CenturyLink will treat the Agreement as if Customer selected Option 4.

2. **APPLICATIONS FOR SUPPORT.** Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take the following steps to request Support depending on the source of such funds.

- A. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Service. For Service provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide CenturyLink with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by CenturyLink. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Service.
- B. **Other Funding Sources.** If desired, Customer will take all necessary steps to request Support from Other Funding Sources. Customer will promptly notify CenturyLink in writing of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to CenturyLink. **Customer will abide by all Other Funding Source rules and obligations for receipt of Support.**

3. **RECEIPT OF SUPPORT.**

- A. **USAC.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from USAC of Customer's Form 486 filing and CenturyLink's receipt of the service worksheet. Upon notification, CenturyLink will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Service delivered, and CenturyLink worksheet delineating the associated accounts. CenturyLink may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. CenturyLink will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Service.
- B. **Other Funding Sources.** Customer will pay, in full, all invoices issued by CenturyLink prior to CenturyLink's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Service. Upon notification, CenturyLink will apply discounts or reimburse Customer for Service delivered under the terms of the Agreement and

corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. CenturyLink may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Service.

4. FAILURE TO OBTAIN SUPPORT.

- A.** If, for any reason other than CenturyLink's material failure to deliver Service under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse CenturyLink for Service, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to CenturyLink on Customer's behalf, then Customer will reimburse CenturyLink for these amounts.
- B.** While CenturyLink will use commercially reasonable efforts to assist Customer in requesting Support, CenturyLink is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

5. TITLE TO EQUIPMENT. Any equipment for which Customer is not applying for Category Two Support under the E-rate Program, and is used in the provision of Services under the Agreement, is the property of CenturyLink. Customer neither owns nor will acquire any right of ownership to any such CenturyLink-provided equipment. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the CenturyLink-provided equipment to CenturyLink or will provide CenturyLink access to reclaim such equipment.


6. PRECEDENCE AND INTERPRETATION. The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this 24 day of MAY, 2016

Signature

Print Name

Title


Ronnie Gonzalez
Chief Administrative Officer