

**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 MC CRORY SCHOOL DISTRICT ("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: Sr. Assistant  
 General Counsel, Commercial Law  
 5454 W. 110<sup>th</sup> Street  
 Overland Park, KS 66211

Sales Rep: Debra Shumate  
 Sales Rep Phone: (501) 241-6305

**MC CRORY SCHOOL DISTRICT**

By: Barry Scott  
 Printed: Barry Scott  
 Title: Superintendent  
 Date: 14-28-14

Customer Address: P.O. BOX 930  
 MC CRORY, AR 72101-0930

Address for Notices (if different from above):

**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 local operating company providing Services to Customer is listed on each Price Quote. 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 the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 14-007140

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, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
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](http://about.centurylink.com/legal/rates_conditions.html).

## 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 type="checkbox"/> Option 2.            | The Term will begin on July 1, 2014. 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 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, 2014, the effective date of the Agreement will be July 1, 2014. 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. <b>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.</b>  |

**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 Priority 2 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 28 day of April, 2014

Signature

Print Name

Title

  
Barry Scott  
Superintendent