

**GRANITE SCHOOL DISTRICT: COOPERATIVE PURCHASE FOR CENTREX  
CONTRACT NUMBER 15-008**

1. CONTRACTING PARTIES: This Contract is between the **Granite School District** (“Granite School District” or “Customer”), 2500 South State, Salt Lake City, UT 84114-3110, an educational K-12 institution in Utah, and the following CONTRACTOR:

Qwest Corporation (d/b/a “CenturyLink QC”) (“CenturyLink”)

Name  
250 Bell Plaza, Ste. 1011  
Address  
Salt Lake City, Utah 84111  
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Partnership  
 Government Agency

Federal Tax ID# 04-6141739

Vendor Contact Person: Andrea Swensen

Vendor Fax #: 801-521-4345

Vendor Phone #: 801-575-1030

Vendor email address: andrea.swensen@centurylink.com

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide: Centrex Prime Telephone Service and Equipment
3. CONTRACT PERIOD: Effective date July 1, 2015 Termination date June 30, 2020, unless terminated early or extended in accordance with the terms and conditions of this contract.  
Renewal option: none.
4. PRICING AS PER the pricing attachment in the Contractor's response to Solicitation #JG15-014-R, unless otherwise specified in a Pricing Attachment to the Service Exhibit.  
PAYMENT TERMS: Net 30  
MINIMUM ORDER: None  
FREIGHT TERMS: Not Applicable
5. ATTACHMENT A: Standard Terms and Conditions, as revised  
ATTACHMENT B: CenturyLink Centrex Prime Rate Stability Service Agreement (Utah Intrastate)  
ATTACHMENT C: Purchase Addendum  
**Any conflicts between Attachments A, B and C will be resolved in accordance Attachment C, Section 14.2.**
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Solicitation #JG15-014-R, dated February 18, 2015, and the CenturyLink Addendum dated February 20, 2015.  
c. CenturyLink Tariff (as defined in Attachment B).
7. COOPERATIVE PURCHASING. Granite School District, on its own behalf and as the authorized representative for the following school districts, shall have the option to purchase these services off the resulting contract via individual purchase orders. Each district will be separately billed and financially responsible solely for their own purchases. For purposes of the Contract, each school district will be treated as an individual “Customer”.

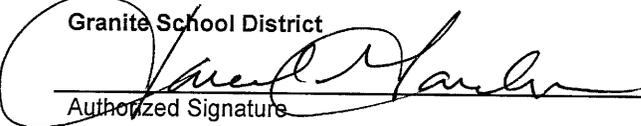
- Box Elder School District
- Davis School District
- Granite School District
- Morgan School District
- Murray School District
- Nebo School District
- Ogden School District
- Park City School District
- Salt Lake City School District
- Washington School District

Only these listed school districts may purchase under this Contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

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Granite School District

  
Authorized Signature

Jared Gardner

Name Typed or Printed

Director of Purchasing

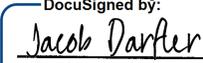
Title

April 8, 2015

Date

Qwest Corporation d/b/a CenturyLink QC

DocuSigned by:

  
Authorized Signature

Jacob Darfler

Name Typed or Printed

Offer Management

Title

Date

Date

## ATTACHMENT A

### GRANITE SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G -6a, Utah Code Annotated, 1953, as amended (U.C.A), Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit Granite School District to purchase certain specified services, and other approved purchases for Granite School District.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow Granite School District, State and Federal auditors, and Granite School District employees, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Granite School District, unless disclosure has been made in accordance with 67-16-8 U.C.A.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Granite School District to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Granite School District, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Granite School District. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from Granite School District for these contract services. Persons employed by Granite School District and acting under the direction of Granite School District shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold Granite School District and all its officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages resulting from the negligence or willful misconduct of the Contractor, his employees or subcontractors or volunteers. Wherever in this contract, attachments or related documents a party is required to hold harmless or indemnify another party, it is acknowledged that Customer is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann. Section 63G-7-101 et. seq. ("UGIA"). Customer and Contractor acknowledge that all hold harmless and indemnity obligations are subject to and do not waive the provisions of the UGIA applicable to Customer including limitations on damages that may be awarded and this Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which Customer is otherwise entitled including the provisions of section 63G-7-604 regarding limitation of judgments. In addition, it is further agreed that the indemnity and hold harmless obligations imposed by this Contract are limited to the UGIA damage cap amounts found at Utah Code Ann. § 63G-7-604 which are currently \$648,700 per person injured in an occurrence/\$2,221,700 aggregate. If Customer is called upon to indemnify or hold harmless Contractor, a defense shall be provided by Customer's Division of Risk Management through its contracted Assistant Attorneys General.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by Granite School District. The Contractor must notify Granite School District Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** This contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given thirty (30) working days after notification to correct and cease the violations, after which the contract may be terminated for cause.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that Granite School District cannot contract for the payment of funds not yet appropriated by the Board of Education. If funding to Granite School District is reduced due to an order by the Board of Education, or is required by State law, Granite School District may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from Granite School District upon 30 days written notice. In the case that funds are not appropriated or are reduced, Granite School District will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and Granite School District will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** Granite School District's sales and use tax exemption number is 11792902023STC. The tangible personal property or services being purchased are being paid from Granite School District funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **RESERVED**
16. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives Granite School District express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by Granite School District Department of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. origin with all transportation and handling charges paid by the Contractor.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices to Granite School District. Granite School District contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by Granite School District will be those prices listed in the contract. Granite School District has the right to adjust or return any invoice reflecting incorrect pricing. **[CTL Note: Pending Review.]**
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by Granite School District Purchasing Card (major credit card). **[CTL Note: Pending Review.]** 20. 21.  
**ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of Granite School District. Notwithstanding the foregoing, Contractor may assign this agreement without the prior written consent of Granite School District to any entity that controls, is controlled by, or is in common control with

Contractor to any successor in interest to Contractor, or if necessary to satisfy the rules and/or regulations of any federal governmental agency, as long as services are not interrupted.22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for Granite School District to declare Contractor in default of the contract: 1. Non -performance of contractual requirements; 2. a material breach of any term or condition of this contract. Granite School District will issue a written notice of default providing a thirty (30) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, Granite School District may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Granite School District may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor represents that none of its officers or employees are officers or employees of Granite School District, unless disclosure has been made in accordance with 67-16-8, U.C.A. Further, Contractor certifies that it has not offered or given any gratuity or kickback as prohibited by 63G-6a-2401 through 2404, U.C.A., to any officer or employee of Granite School District to secure favorable treatment with respect to being awarded this contract.
25. **CONFLICT OF TERMS:** The order of precedence is listed in Attachment B, Section 14.2.
26. **PRICE GUARANTEE, ADJUSTMENTS:** PROPOSED LANGUAGE: Customer will be charged a total weighted average Centrex Prime Basic Station Line (BSL) rate for each address listed in the station line inventory attachment for all school districts authorized to purchase from this Contract. The initial BSL rate for this Contract will be \$17.95 (for blocked service). CenturyLink agrees that this average BSL rate will be applicable through June 30, 2020.

(Attachment A, ST&C Revision 08.20.14)

## ATTACHMENT B

Agreement Number: \_\_\_\_\_

Billing Number: \_\_\_\_\_

This CenturyLink Centrex Prime agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and Granite School District ("Customer"), and is effective on the date CenturyLink signs it ("effective Date"). CenturyLink will provide, and Customer will purchase, CenturyLink's Centrex Prime service provided under this Agreement ("Service"). All attachments to this Agreement are incorporated herein by this reference.

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

### 1. Scope.

**1.1** Service is a switched business communications service furnishing connections between a CenturyLink central office based switching system and Customer Premises Equipment ("CPE"). Service is a multi-media platform which delivers integrated voice, video, and data services to Customer.

**1.2** Service includes basic (analog) station lines ("Basic Station Lines") or ISDN Basic Rate Service ("BRS") (digital) station lines ("ISDN Station Lines") (collectively, "Station Lines"), which may be provided utilizing various technological designs. The arrangements of these Station Lines will vary for each customer depending on the number of connections to a location, the desired technology, available technology, or operating limitations (e.g., distance from a serving central office). A group of Station Lines is translated for an individual common block and is provided common access to a predetermined group of standard features. Standard features available under this Agreement are set forth in Attachment 1. Optional features are also available from a separate price list provided in Attachment 3. Service is not available on Public Communication Service or multiparty service. Alternative Transport of Centrex Prime Basic Station Lines over CenturyLink-provided DS1 is permitted. In addition to Centrex Prime Basic Station Lines, DS1 rates and charges as defined in the Private Line Transport Services Price List/Tariff apply. Customer is responsible for all CPE required to support DS1 delivery in connection with Service.

**1.3** Customer will select Station Lines based upon an analog or ISDN alternative (and will be provided the corresponding Station Lines as set forth in this section above). The standard set of features provided varies depending on the alternative selected and the available central office technology. A list of standard features for each alternative and central office technology is provided in Attachment 1.

**1.4** The ISDN alternative consists of three distinct channels per Station Line: two B (Bearer) channels and one D (Delta) channel. The ISDN alternative is available in two configurations: 2B+S and 2B+D. 2B+S is used for enhanced digital voice capabilities while 2B+D is used for integrated voice, data and video services. The ISDN alternative may also be provisioned as either "Custom" or "National" ISDN. Custom ISDN is only available from switching equipment provided by Lucent Technologies (5ESS switch). National ISDN provides feature transparency across all digital switching platforms used by CenturyLink (5ESS and DMS100). The ISDN alternative conforms to internationally developed, published, and recognized standards generated by the International Telecommunications Union (formerly CCITT).

**1.5** All Station Lines must be associated with a common block. In a blocked common block, Network Access Registers ("NARs") are required to provide connections to the exchange and toll network. Included in a Basic Station Line is a Network Access element. Network Access elements under this Agreement are set forth in Attachment 2. Additional NARs can be ordered out of the Exchange and Network Services Price List. A customer may purchase non-blocked Service. A usage element would apply per Basic Station Line for non-blocked Service. Should Customer usage exceed an average of 8CCS (hundred call seconds) per Station Line Customer will be converted to blocked Service with the appropriate number of NARs. A Common Access Line Charges ("CALC") applies to the Network Access element, which is the NAR in the blocked environment and the Basic Station Line in a non-blocked environment.

**1.6** Customer request for temporary suspension, either full or partial, of Service is not permitted. Seasonal disconnects are not allowed. Changes to line quantities are allowed and will be assessed all applicable rates and charges. A Termination Charge may apply in accordance with the Termination section herein.

**2. Term.**

**2.1** This Agreement (*check one of the following*):

- Expires 60 months from the date Service is available to Customer under this Agreement, as evidenced by CenturyLink records ("Term").
- Will continue on a month-to-month basis until terminated with 30 days' advance written notice by either party. If Service is month-to-month, Subparagraphs 2.2, 8.2 and 8.3 do not apply to this Agreement.

**2.2** If by the end of the Term of this Agreement the parties have not executed a mutually acceptable new agreement, Service will continue on a month-to-month basis at then current month-to-month rates, with all other terms and conditions in accordance with the Tariff, or in its absence, the terms and conditions of this Agreement. Customer and CenturyLink agree to initiate discussions 30 days prior to expiration in order to execute a new agreement and/or determine what rates will apply.

**3. Service Provided.** CenturyLink will provide and maintain Service selected by Customer in the quantities as stated in Attachment 4 and at the rates as set out in Attachment 1.

**4. Charges and Billing.** This Agreement provides rate stability for all Service elements except Exchange/Network Access, CALC/End User Common Line Charges (EUCL), and voice grade circuits. The specific elements of Service available to Customer under this Agreement and the associated rates and charges are as set forth in Attachment 1. Customer will pay all other charges associated with Service, including excess construction charges, billed by CenturyLink under this Agreement, or applicable to Service under CenturyLink Tariff(s). Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means 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 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 Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**5. Service Changes.**

**5.1 Moves.** Customer may move the physical location of all or part of Service to another location within CenturyLink's territory in the FCC-designated 14-state region, provided the following conditions for the move ("new service") are met: (a) CenturyLink commercially offers Service and necessary facilities are technically and practicably available at the new location; (b) the new service is provided to Customer by CenturyLink; (c) Customer advises CenturyLink that the requested new service replaces existing Service; (d) Customer's requests for the disconnection of existing Service and the installation of the new service are received by CenturyLink on the same date; (e) Customer requests CenturyLink to install the new service on or prior to the disconnection date of existing Service; and (f) Customer agrees to sign appropriate agreements and to pay all then current recurring and nonrecurring charges related to the new service. When the move is within the same building, Customer will pay one-half (1/2) of the nonrecurring installation charges for the Station Lines affected. When the move is to a different building, all associated recurring and nonrecurring charges will apply, plus any applicable excess construction charges, including but not limited to, the transfer of existing equipment. Such excess construction charges or equipment transfer charges will be paid in advance.

**5.2 Additions to Service.** Customer may add Service during the Term of this Agreement provided CenturyLink commercially offers such additions and necessary facilities are technically and practicably available. Any additions to Service, including Station Lines at new locations, during the Term of this Agreement will be at the rates specified in Attachment 1 of this Agreement.

**5.3 Service Conversions.** Where a Centrex/Centron type service customer elects to convert to Centrex Prime Service, and the term of the new service is equal to or greater than existing Service, nonrecurring charges will not apply to in-service Station Lines, terminating arrangements, and optional service features provided that: (a) Customer's system continues to be served by the same switching equipment; (b) there is no interruption of Service; (c) there are no moves, changes or additions of such in-service Station Lines, arrangements and features; and (d) there is a like-for-like conversion of a proprietary common block, not shared common block service.

**5.4 Number Porting.** Customer must notify their CenturyLink account representative ten business days prior to porting any numbers to another carrier. Failure to provide such notice may result in an interruption of Service which will not be eligible for an Out-of Service credit.

**5.5 Rates and Charges for Common Features.** Rates and charges for common features and optional service features under this Agreement are set forth in Attachment 3.

**6. Directory Listings and Telephone Numbers.**

**6.1** One primary directory listing is furnished without charge for each Service system. Directory listings of main Station Lines may be provided at the regular business additional listing rate as specified in the Exchange and Network Services Tariff.

**6.2** Intercept service will be provided on the main listed directory number for a total system disconnect.

**6.3** Service telephone numbers may be sequential or non-sequential. If blocks of numbers are available, sequential numbers may be assigned at the discretion of CenturyLink. If Customer does not wish to change its telephone number(s) to be part of a total Centrex Prime system, Customer may opt to keep its existing number(s) within the CenturyLink central office; however, there will be a Centrex Prime service chip-in charge for translating a telephone number(s) from outside the Centrex Prime customer group. A Centrex Prime service chip-in charge will also occur when a non-sequential telephone number(s) is added to a new or existing sequential Centrex Prime number arrangement. Applicable miscellaneous nonrecurring charges under this Agreement are set forth in Attachment 3.

**6.4** Customer may reserve additional telephone numbers in blocks of 20 numbers for future use at the rates specified in the Exchange and Network Services Tariff.

**7. Customer's Responsibilities.**

**7.1** Customer is responsible for placement, installation, operation, maintenance, repair, and replacement of all inside wire (including riser cable), not owned by CenturyLink, and CPE that Customer uses in connection with Service. Premises wiring and CPE must be compatible with CenturyLink's provision of Service. Should any change in inside wiring (including riser cable) not owned by CenturyLink, or CPE, require CenturyLink to redesign Service provided under this Agreement, Customer will reimburse CenturyLink for all costs incurred by CenturyLink in making such a change. Should Service fail due to inside wiring (including riser cable) not owned by CenturyLink, or CPE, the responsibility for failure will be solely that of Customer, and CenturyLink will have no liability of any kind.

**7.2** Customer will furnish the equipment space and electrical power required by CenturyLink to provide Service under this Agreement, to the Subscriber Network Interface, and will also make necessary arrangements to ensure CenturyLink has access to such spaces for installing, testing, inspecting, repairing or removing Service.

**7.3** It is Customer's responsibility to ensure that Customer's use of Service is as an intrastate, intraLATA telecommunications Service in accordance with CenturyLink's State and/or FCC regulations. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's Service, including but not limited to all applicable CenturyLink Access Tariff FCC No. 1 interstate access charges or intrastate Tariff access charges.

**8. Termination.** Sections 8.2 and 8.3 do not apply if this Agreement is month-to-month.

**8.1** Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date.

**8.2** If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). If termination is prior to installation of Service, the Termination Charge will be those reasonable costs incurred by CenturyLink through the date of termination. If Customer terminates all or a portion of Service after installation, the Termination Charge will be equal to 25% of the monthly Station Line rate for Service terminated below the Minimum Line Commitment, as defined herein, times the months remaining in the Term (or fraction thereof). The "Minimum Line Commitment" will be 60% of the "Total Initial Threshold" as indicated for each individual school district that is a Customer in Attachment 4 of the Contract.

**8.3** A Termination Charge will not apply so long as discontinued Service does not reduce the amount of Service below the Minimum Line Commitment. Additionally, a Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues its contracted Service and signs a new service agreement(s) for any other CenturyLink-provided service(s); (b) the new service agreement(s) has(have) a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time; and (d) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated products and services, and unregulated or enhanced products and services.

**9. RESERVED.**

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

**11. Out-of-Service Credit.** When Service is interrupted for a period of at least 24 hours after notice by Customer to CenturyLink or if the Service is not provided in accordance with the warranty in Section 12 below regarding compliance with specifications and functionality, a credit allowance equal to 1/30 of the monthly rate for all Service rendered useless will apply for each 24 hours, or fraction thereof, during which the interruption continues after notice to CenturyLink. Credit allowances in any billing period will not exceed the total charges for that period for Service that was rendered useless. Outages resulting from failure to notify a CenturyLink account representative prior to porting any numbers to another carrier do not qualify for an Out-of-Service credit.

**12. Disclaimer of Warranties.** FOR AS LONG AS CUSTOMER PURCHASES THE SERVICES, CENTURYLINK PROVIDES A LIMITED WARRANTY THAT THE SERVICES WILL COMPLY WITH THE SPECIFICATIONS AND FUNCTIONALITY DESCRIBED IN THIS AGREEMENT AND IN THE CENTURYLINK TARIFFS, WITH CUSTOMER'S REMEDY FOR BREACH OF WARRANTY DEFINED IN SECTION 11 ABOVE. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THIS AGREEMENT OR THE TARIFFS, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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

**13.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE TO THE OTHER PARTY 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.

**13.2 Claims Related to Service.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to the out-of-service credit.

**13.3 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 this Agreement, each party's liability is limited to proven direct damages.

**13.4 Intellectual Property Indemnification by CenturyLink.** CenturyLink will defend and may settle, at its own expense, any third party claim or suit against Customer alleging that any CenturyLink Service furnished under this Agreement when used in conformity with all instructions and documentation, infringes any valid United States patent or copyright issued or in effect as of the Effective Date. CenturyLink will also pay all damages and costs that by final judgment may be assessed against Customer due to such infringement. CenturyLink's obligations are expressly conditioned upon the following: (a) that Customer will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (b) that CenturyLink will have sole control of the defense or settlement; (c) that Customer will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense; and (d) that the action does not arise from modifications made by a party other than CenturyLink, or from incorrect use of or combinations of products or services provided by CenturyLink with other products or services or transmission of customer-supplied content, data, or other information that gives rise to the claim. If any CenturyLink Service becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (i) procure for Customer the right to continue using the applicable Service; (ii) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (iii) if (i) or (ii) are not reasonably achievable by CenturyLink, terminate provision of the affected Service. CenturyLink's obligation to defend such an infringement claim will not apply to systems, services, equipment or software not provided by CenturyLink, including any local exchange carrier or other service provider, notwithstanding that such provider is engaged on Customer's behalf by CenturyLink. This subsection does not apply to any Customer Premise Equipment ("CPE") supplied by CenturyLink or its affiliates, in which case, if any CPE is supplied to Customer by CenturyLink, CenturyLink will pass thru any applicable IP indemnifications provided by the supplier, manufacturer or licensor. THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND THE ENTIRE OBLIGATION AND LIABILITY OF CENTURYLINK, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

**13.5** These limitations of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

#### **14. Miscellaneous.**

**14.1 General.** This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, 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. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

**14.2 Conflicts Provision.** If a conflict exists among provisions within this Agreement, the order of precedence will apply in the following descending order of control: (a) Tariff, if applicable, (b) Attachment C: Purchase Addendum, (c) Attachment A, Granite School District Standard Terms and Conditions, (d) Attachment B: CenturyLink Centrex Prime Rate Stability Service Agreement (Utah Intrastate), (e) attached Service Exhibits, (f) CenturyLink's response to Solicitation #JG15-014-R, Dated February 18, 2015, and the CenturyLink Addendum dated February 20, 2015 and (g) Order Form. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. Except for Service modifications initiated by CenturyLink or as set forth in a Service Exhibit, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted governmental authorities will act as a modification of any contract to that extent without further notice; however, CenturyLink will provide notice when there are any such applicable change in rates, charges, or regulations. Each party reserves the right at any time to reject any handwritten change to this Agreement. Customer represents that its full legal name is accurately stated, the person signing this Agreement is duly authorized to do so, and the execution of this Agreement is not in conflict with any laws, charters, bylaws, articles of association, or agreements to which Customer is bound or affected. 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.

**14.3 Independent Contractor.** CenturyLink provides Service as an independent contractor. This 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 Service 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 this Agreement or in an amendment to the Agreement.

**14.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). 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 Service 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 Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this 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) Governing Law; Forum.** Utah state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Salt Lake City, UT. 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.

federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Salt Lake City, UT. 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.

(b) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this 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.

(c) **Limitations Period.** Any claim relating to this Agreement must be brought within two years after the claim arises.

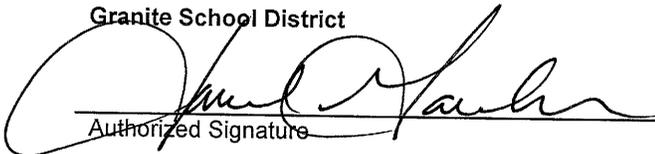
**14.8 No Resale; Compliance.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

**14.9 Amendments; Changes.** This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**14.10 Required Notices.** Unless provided otherwise in this Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in CenturyLink's records Attn.: General Counsel or other person designated for notices. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**14.11 Entire Agreement.** The Granite School District Contract for Centrex, Contract #15-008 (which is comprised of Attachment A- Granite School District Standard Contract Terms and Conditions, as revised, Attachment B- this Agreement, including any applicable Service Exhibit, Detailed Description, Service Descriptions, and Attachment C – Purchase Addendum), and CenturyLink's response to Solicitation #JG15-014-R, dated February 18, 2015, and as amended by CenturyLink on February 20, 2015, constitute the entire agreement between the parties and supersede all prior oral or written agreements or understandings relating to this subject matter. Order Forms, once accepted by CenturyLink, become part of and subject to the Granite School District Contract for Centrex, and identify the specific services ordered under the Agreement

Granite School District

  
Authorized Signature

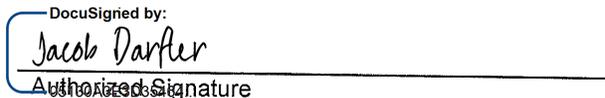
Jared Gardner  
Name Typed or Printed

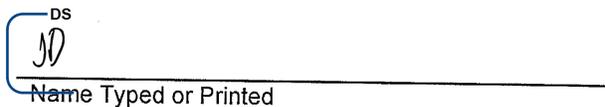
Director of Purchasing  
Title

April 8, 2015  
Date

Address for Notices:  
2500 South State St., SLC, UT 84115

Qwest Corporation d/b/a CenturyLink QC

DocuSigned by:  
  
Authorized Signature

DS  
  
Name Typed or Printed

Offer Management  
Title

Date

**ATTACHMENT 1  
STATION LINE AND STANDARD FEATURE RATES**

**UTAH Rates**

	<b>37 - 60 Months</b>	<b>NRC(1)</b>
1-20 Lines per Loc	\$26.36	\$50.00
21-50 Lines per Loc	\$22.00	\$50.00
51-100 Lines per Loc	\$10.00	\$50.00
101-300 Lines per Loc	\$9.00	\$50.00

**301+ Lines per Location by Air Quarter Miles—ICB**

The initial BSL rate for this Agreement will be \$17.95 (for blocked service).

Quarter Mile		
1	\$5.89	\$50.00
2	\$6.83	\$50.00
3	\$7.60	\$50.00
4	\$8.00	\$50.00
5	\$9.37	\$50.00
6	\$10.46	\$50.00
7	\$11.46	\$50.00
8	\$12.38	\$50.00
9	\$14.19	\$50.00
10	\$15.00	\$50.00
11	\$15.01	\$50.00
12	\$15.03	\$50.00
13	\$15.05	\$50.00
14	\$15.08	\$50.00
15	\$15.10	\$50.00
16	\$15.14	\$50.00
17	\$15.17	\$50.00
18	\$15.21	\$50.00
19	\$15.25	\$50.00
20	\$15.29	\$50.00
21	\$15.33	\$50.00
22	\$15.37	\$50.00
23	\$15.41	\$50.00
24	\$15.45	\$50.00
25	\$15.49	\$50.00
26	\$15.52	\$50.00
27	\$15.57	\$50.00
28	\$15.60	\$50.00
29	\$15.64	\$50.00
30	\$15.68	\$50.00
31	\$15.72	\$50.00
32	\$15.76	\$50.00
33	\$15.80	\$50.00
34	\$15.84	\$50.00
35	\$15.88	\$50.00
36	\$15.92	\$50.00
37	\$15.95	\$50.00
38	\$15.99	\$50.00
39	\$16.04	\$50.00
40	\$16.07	\$50.00

(1) For Agreements of 12-36 months, Customer will receive a 50% discount on listed nonrecurring charges (NRCs) for initial installs. For Agreements of 37-60 months, Customer will receive a 100% discount on listed NRCs for initial installs. Centrex Prime ISDN Loop Extension, optional features and subsequent station line moves, additions and changes do not qualify for discounted NRCs. NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

**ATTACHMENT 1 (Continued)**  
**STATION LINE AND STANDARD FEATURE RATES**

	<u>37 - 60 Months</u>	<u>NRC(1)</u>
CENTREX PRIME OVER ALTERNATE FACILITY (2) PER STATION LINE	\$5.50	\$40.00
 <b><u>ISDN FUNCTIONALITY</u></b>		
ISDN 2B+S ADDER(3)		
1-300 ISDN Station Lines	\$10.00	\$30.00
301+	ICB	\$30.00
ISDN 2B+D ADDER (3)		
1-300 ISDN Station Lines	\$17.00	\$30.00
301+	ICB	\$30.00
ISDN Loop Extension Station Line	Per \$10.25	\$200.00
<b><u>COMM EQUIP (4) USOC: HYE</u></b>	\$30.00	\$160.00
 <b><u>NON-BLOCKED USAGE(5)</u></b>		
1-20 Lines per system (i.e. Common Block)	\$5.00	\$0.00
21-50 Lines per system (i.e. Common Block)	\$5.00	\$0.00
51-100 Lines per system (i.e. Common Block)	\$1.50	\$0.00
101-300 Lines per system (i.e. Common Block)	\$1.50	\$0.00
301+ Lines	\$1.50	\$0.00

(1) For Agreements of 12-36 months, Customer will receive a 50% discount on listed NRCs for initial installs. For Agreements of 37-60 months, Customer will receive a 100% discount on listed NRCs for initial installs. Centrex Prime ISDN Loop Extension, optional features and subsequent station line moves, additions and changes do not qualify for discounted NRCs. NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

(2) Requires DS1 Channel Termination Facilities and Multiplexers as found in Private Line Transport Services Tariff or Price List.

(3) The ISDN Adder is in addition to the Centrex Prime Basic Station Line rate.

(4) This charge is in addition to all other applicable charges for Centrex Prime Station Lines.

(5) Usage rates are stair-stepped per system (i.e. Common Block). Each ISDN line requires two usage elements.

**ATTACHMENT 1 (Continued)**  
**STANDARD FEATURES**

The following standard features are included with the Basic Station Line for Centrex Prime:

Automatic Callback  
Call Forward Busy  
Call Forward Don't Answer  
Call Forward Variable  
Call Hold  
Call Park (5ESS and DMS-100 only)  
Call Pickup  
Call Transfer  
Call Waiting - Dial Originating, Originating, Terminating, Cancel Call Waiting  
Caller ID Number  
Caller ID Name and Number  
Call ID Delivery on Call Waiting  
CMS\*  
Conference Call - 3 Way, 6 Way, Meet Me (DMS100 Only) Preset (DMS100 Only)  
DID/DIOD  
Distinctive Ringing/Distinctive Call Waiting Tone  
Directed Call Pickup - w/Barge-In, non/Barge-In  
Executive Busy Override (DMS100 Only)  
Hunting - MLHG, Circular, Series)  
Individual Line Billing  
Intercept  
Group Intercom (DMS100 Only)  
Intrasystem Calling  
Last Number Redial (DMS100 Only)  
Make Set Busy (DMS100 Only)  
Message Waiting Service – Audible  
Message Waiting Service – Visual (CLASS compatible sets only)  
Network Speed Call (DMS100 Only)  
Night Service  
Outgoing Trunk Queuing  
SMDR\*  
Speed Calling  
Terminal Group Station Restrictions  
Touch Tone

\*Although a standard feature, selection of this feature carries additional nonrecurring charges.

**ATTACHMENT 1 (Continued)  
STANDARD FEATURES**

The following standard features are included with the ISDN Station Line for Centrex Prime:

<u>FEATURE</u>	<u>CUSTOM</u>	<u>NATIONAL</u>
Primary DN	X	X
Secondary DN	X	X
Multiple Shared Call		
Appearances of DN	X	X
Call Drop	X	X
Call Exclusion	X	X
Call Park		X
Display	X	X
Inspect	X	
Incoming Call Identification	X	X
Intercom		
<input type="checkbox"/> 1,2 digit	X	X
<input type="checkbox"/> automatic	X	X
Message Waiting Service	X	
Attendant Activation	X	
Outgoing Calling Line ID	X	X
Priority Calling-incoming	X	
Ringing Option		
<input type="checkbox"/> Abbreviated	X	X
<input type="checkbox"/> Delayed	X	X
<input type="checkbox"/> Normal	X	X
Standard Configuration Group	X	X
Subaddress Reservation		
<input type="checkbox"/> Originating	X	
<input type="checkbox"/> Terminating	X	
Terminal Management	X	

In addition, all standard features of a Basic Station Line are included with an ISDN Station Line except the following:

- Call Hold (National Only)
- Call Waiting
- Caller Identification Name and Number
- Caller Identification Number
- Calling Identity on Call Waiting
- Conference-Meet Me
- Conference-Preset
- Data Call Protection
- Distinctive Ringing/Call Waiting Tone
- Executive Busy Override
- Last Number Redial
- Make Set Busy
- Network Speed Call

**ATTACHMENT 2  
BUNDLED EXCHANGE ACCESS MATRIX**

<b># STATIONS</b>	<b># NARS</b>	<b># STATIONS</b>	<b># NARS</b>
1	1	541	44
3	2	556	45
6	3	571	46
10	4	586	47
13	5	601	48
17	6	616	49
22	7	631	50
28	8	646	51
42	9	661	52
50	10	676	53
58	11	691	54
87	12	706	55
98	13	722	56
122	14	737	57
135	15	752	58
148	16	767	59
160	17	783	60
173	18	798	61
187	19	813	62
200	20	829	63
213	21	844	64
227	22	859	65
240	23	875	66
254	24	890	67
268	25	906	68
280	26	921	69
295	27	937	70
309	28	952	71
324	29	968	72
338	30	983	73
352	31	999	74
366	32	1014	75
380	33	1030	76
395	34	1046	77
409	35	1061	78
424	36	1077	79
439	37	1092	80
453	38	1124	81
468	39	1139	82
482	40	1155	83
497	41	1171	84
512	42	1187	85
526	43	1202	86

Between 1200 and 3825 Stations, add 1 NAR for each additional 16 Stations.  
 Above 3825 Stations, add 1 NAR for each additional 17 Stations.  
 Additional NARs may be purchased from the Exchange Access Tariff.  
For block Centrex Prime CALC applies per NAR.

**ATTACHMENT 3**

**COMMON SWITCHING ELEMENTS**

<b>FEATURE DESCRIPTION</b>	<b>USOC</b>	<b>NRC</b>	<b>MONTHLY</b>
<b>1. Miscellaneous Facility Arrangements [1]</b>			
Voice Grade Circuit Termination, per trunk group	FACPG	\$130.00	\$0.00
Voice Grade Circuit Termination, per circuit	FAC	\$0.00	\$10.00
FX/FCO Circuit Termination, per trunk group	FANPG	\$130.00	\$0.00
FX/FCO Circuit Termination, per circuit	FAN	\$0.00	\$10.00
WATS, outgoing each	FAO	\$40.00	\$1.00
800 Service, each terminated to station line [2]	FA8	\$40.00	\$1.00
<b>2. Centrex Management System (CMS)</b>			
Service Establishment, initial	MB5XX	\$1,000.00	\$0.00
Service Establishment, subsequent	CPVWO	\$500.00	\$0.00
Optional Features:			
Custom Reports	RCVXX	ICB	ICB
System Partitioning	PD8XX	\$500.00	\$0.00
Packet Control	PTGPS	\$1,500.00	\$0.00
<b>3. Station Message Detail Recording (SMDR)</b>			
SMDR-P Service Establishment, initial	SEPSP	\$340.00	\$0.00
SMDR-RAO Service Establishment, initial	SEPSR	\$240.00	\$0.00
Retransmission Archived Detail per SMDR-P request [3]	REH1X	\$300.00	\$0.00
Non-Standard Provision of SMDR per station	S6N	ICB	ICB

[1] Where a Centrex Prime Basic Station Line is extended as a voice grade circuit to another switching system, the rates and charges specified for a Centrex Prime Basic Station Line apply in addition to the rates and charges for a voice grade termination arrangement.

[2] If an incoming 800 Service call is transferred outside the system, transmission performance is not guaranteed.

[3] A request will not exceed 7 consecutive calendar days.

**ATTACHMENT 3 (Continued)**

**MISCELLANEOUS NONRECURRING CHARGES**

<b>FEATURE DESCRIPTION</b>	<b>USOC</b>	<b>NRC</b>
1. Customer initiated customer group changes, per change	REAJO	\$75.00
2. Non sequential telephone number charge, per Station Line	REAJP	\$13.50
3. Change from blocked to non-blocked, per Station Line	NR9CH	\$20.00
4. Conversion charge from Centrex type service to Centrex Prime, per line	NR9CE	\$9.00
5. Change standard feature at same time as rearrange hunting, per line	REAKA	\$20.00
6. Standard feature(s) activation/deactivation, per Station Line	REAFM	\$5.00
7. Add/change ISDN feature package, per Station Line [1]	REAJN	\$20.00
8. Separate dept. billing, per each bill other than main billing TN	RCEDB	\$20.00

[1] To change from a Basic feature package to an ISDN feature package requires a disconnect of the analog Station Line and new installation of an ISDN Station Line and Customer selection of the appropriate feature package.

**OPTIONAL SERVICE FEATURES**

<b>FEATURE DESCRIPTION</b>	<b>USOC</b>	<b>NRC</b>	<b>MONTHLY</b>
1. Account Codes, per system	AZ8PS	\$75.00	\$30.00
2. Additional Secondary Directory Numbers, per number	A6QPN	\$10.00	\$0.50
3. Optional X.25 features per B or D channel:			
Closed user group, per channel	GXM	\$15.00	\$5.00
Incoming calls barred, per channel	GXJ	\$10.00	\$0.00
Additional logical channel, per channel	NW9AL	\$10.00	\$3.00
Outgoing calls barred, per channel	GXN	\$10.00	\$0.00
Permanent Virtual Circuit, per channel	GXP	\$15.00	\$5.00
Reverse charge acceptance, per channel	GXT	\$10.00	\$0.00
Reverse charge option, per channel	GXQ	\$10.00	\$2.50
4. Analog call appearance	MAZ	\$10.00	\$0.50
5. Attendant access line	DZR	\$10.00	\$8.00
6. Authorization codes per system	AFYPS	\$85.00	\$30.00
Subsequent additions of authorization codes [5]	REAJQ	\$170.00	\$0.00
7. Automatic Route Selection			
Common equipment, per system [1]	F5GPG	\$2,200.00	\$50.00
Change and rearrange patterns and routes [2, 3]	READO	\$75.00	\$0.00
Facility Restriction Level, per system [4]	FRKPS	\$125.00	\$0.00
Time of day control, per system	ATBPS	\$125.00	\$0.00
Time of day control change schedule, per occurrence	RCHAS	\$100.00	\$0.00
Expensive route warning tone, per system	AQWPS	\$90.00	\$0.00
8. ISDN B channel packet, per channel	LTQ3X	ICB	ICB
9. Call exclusion-auto, per station	NXB	\$10.00	\$1.50
10. Call Forwarding BY/DA customer programmable, per line	FSW	\$10.00	\$0.35
Service Establishment Charge, per system	SEPFA	\$50.00	\$0.00
11. Call Forwarding over private facilities, per line	PFY	\$8.00	\$0.25
Service Establishment Charge, per system	PF3PS	\$700.00	\$0.00

**ATTACHMENT 3 (Continued)  
OPTIONAL SERVICE FEATURES**

12. Custom Calling Features:			
Continuous Redial, per number	NSS	\$10.00	\$2.00
Call Trace, per number	[6]	[6]	[6]
Selective Call Forwarding, per number	NCE	\$10.00	\$2.00
Priority Call, per number	NSK	\$10.00	\$2.00
Last Call Return, per number	NSQ	\$10.00	\$1.00
Selective Call Rejection, per number	NSY	\$10.00	\$3.00
13. Digital Facility Interface [7]			
Common Equipment	D1E1X	\$650.00	\$125.00
Blocked System Circuit Connections			
Prime to Prime, per circuit end [8]	M5P	\$15.00	\$7.50
Prime to PBX, per circuit [10]	M62	\$15.00	\$13.00
Prime to IXC, per circuit	M63	\$15.00	\$7.50
Non-blocked System Circuit Connections			
Prime to PBX, per circuit [10]	EJ9	\$15.00	\$24.00
Prime DID Number, per number [9]	CNY	\$1.00	\$0.15
14. Direct Inward System Access (DISA), per code [11]	3DQ	\$55.00	\$1.00
Per code change	READA	\$55.00	\$0.00
15. Electronic Business Set (EBS) Service [11]			
EBS Interface, per line [12]	PP3	\$15.00	\$2.50
Primary Appearance Software Number, per number	SO3	\$7.50	\$1.00
Subsequent Appearance of Primary Directory Number, per app	SO5	\$10.00	\$0.00
Single Appearance of Directory Number, per number	SFB	\$7.50	\$1.00
Adjunct Module [13]	C2TAX	\$10.00	\$1.00
Standard Deluxe Feature Package:			
Call Forward Key	EATPK	\$8.00	\$0.00
Inspect Key	NP6PK	\$8.00	\$0.00
Executive Message Waiting	MGK	\$8.00	\$0.00
Group Intercom	GCN	\$8.00	\$0.00
Music on Hold EBS [14]	MHHPK	\$8.00	\$0.00
Originating/Terminating Line Select	SLB	\$8.00	\$0.00
Optional Features:			
DSS/BLF, per arrangement	BUD	\$6.00	\$2.00
Station Camp-On, per line	CPK	\$6.00	\$14.00
Service establishment	SEPFb	\$25.00	\$0.00
Message Center, per line	MFR	\$6.00	\$1.00
16. Hot Line, per line	HLN	\$6.00	\$1.00
17. Loudspeaker Paging, per trunk group	PTQPG	ICB	ICB
18. Message Waiting Visual [11, 15]	MLN	ICB	ICB
19. Music on Hold DMS 100, per system [11,16, 21]	MHHPS	\$75.00	\$30.00
20. Music on Hold 5ESS, per system [4, 16]	MOHPS	\$100.00	\$30.00
21. Non-Standard Configuration Group ISDN [4]	N3CPG	\$100.00	\$0.00
22. Time of Day NCOS, per line [11]	A4T	\$10.00	\$0.25
23. Time of Day routing, per line	ATB	\$10.00	\$0.25
Time of Day Routing, per ARS Pattern	ATBPZ	\$30.00	\$2.00

**ATTACHMENT 3 (Continued)  
OPTIONAL SERVICE FEATURES**

24. Trunk Verification From Designated Station, per line [11]	BVS	\$100.00	\$5.00
25. Uniform Call Distribution (UCD)			
Basic UCD Hunt Group, per group	AHBPG	\$175.00	\$0.00
Per telephone number	AHBPN	\$6.00	\$2.00
UCD Hunt Group w/Queuing, Music on Queue, Annc [16, 20]			
Per group	MHMPG	\$175.00	\$0.00
Per telephone number	MHM	\$10.00	\$12.00
Additional Delay Announcement, per announcement	RKNXX	\$10.00	\$1.00
Make Busy Arrangement, per line [17, 18]	MB1	\$10.00	\$1.00
Per group [17, 18]	A9AEX	\$20.00	\$10.00
Call Waiting Indication, per group [19]	WUT	\$25.00	\$5.00
UCD for Circuit Switched Data, per station	NZT	\$10.00	\$2.00

- [1] Each WATS Band is treated as a separate route.
- [2] Where a toll restricted station line accesses a pattern whose final route is the Public Switched Network, overflow to the Public Switched Network will not occur.
- [3] Applicable when a change is required to a pattern route sequence or the pattern assigned to an area code or a prefix.
- [4] Available only from a 5ESS central office.
- [5] Nonrecurring charges apply to subsequent installation only.
- [6] Refer to Section 5.4.3 of Exchange & Network Services Tariff for usage charges.
- [7] Non-recurring charges apply to initial and subsequent activity.
- [8] For Centrex Prime to Centrex Prime connections, two DFIs will be required, one at each end.
- [9] Applies to M62 and EJ9.
- [10] Blocked Centrex Prime customers require use of a NAR and a Centrex Prime Basic Station Line for each M62 circuit connection. Non-blocked Centrex Prime customers require use of a UGXPS usage element and a Centrex Prime Basic Station Line for each EJ9 circuit connection.
- [11] Available only from a DMS-100 central office.
- [12] Includes Electronic Set Service standard features.
- [13] In addition, rates and charges specified above for primary directory number appearances and software number appearances apply.
- [14] Requires optional service feature Music on Hold.
- [15] Available on an ICB basis only, for existing Centron/Centrex Plus customers migrating to Centrex Prime.
- [16] Requires a voice grade circuit, to Customer's music source as found in the Private Line Transport Services Catalog.
- [17] A low speed data channel from the Private Line Transport Services Catalog and special set with a Make Busy key is required.
- [18] The arrangement is only available from a 5ESS and 1AESS Central Office.
- [19] In addition, a low speed data channel from the Access Services Catalog applies. Limit of three unique timing states per UCD system.
- [20] Limit of one announcement channel per UCD system.
- [21] Provides Music on Hold to all stations excluding Electronic Business Sets.

**ATTACHMENT 4**

**STATION LINES**

**STATION LINE INVENTORY**

<b>SERVICE ADDRESS</b>	<b>BLOCKED</b>	<b>NON-BLOCKED</b>	<b>Initial Line Threshold</b>
1675 N 2000 West	X		7
18 S 500 E	X		10
180 S 600 West/ BEHS Swimming	X		1
230 W 200 South	X		4
30 S Main	X		3
380 S 600 West	X		17
50 W 990 South	X		11
650 E 700 South	X		5
650 W 200 South/BEHS DRVRS ED	X		1
820 N 100 East	X		3
830 Law Dr	X		12
850 N 500 West	X		5
851 S 200 West	X		5
920 N 100 East	X		2
960 S Main	X		2
994 W 2625 S, Perry	X		6
850 E 100	X		1
<b>BOX ELDER SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>95</b>
1028 Turkey Shoot Dr, Clearfield	X		3
1101 W 1800 N, Clearfield	X		4
1175 W 1350 S, Clearfield	X		3
1235 E 600 S, Clearfield	X		4
1354 W Weaver Ln, Clearfield	X		4
1395 S 600 E, Clearfield	X		4
1450 S 2000 W, Layton	X		4
1503 S 2000 W, Clearfield	X		3
160 W 2525 N, Clearfield	X		4
1620 S 50 W, Clearfield	X		3
1750 W 1600 N, Clearfield	X		4
1810 S Main St, Clearfield	X		3
185 W Golden Ave, Clearfield	X		3
2014 N 250 W, Clearfield	X		5
205 Center St, Clearfield	X		4
2200 E 2500 N, Clearfield	X		4
2262 N 1500 W, Clearfield	X		5
2275 S Davis Blvd, Clearfield	X		2
2300 S Davis Blvd, Clearfield	X		2
242 N 3200 W, Clearfield	X		4
2430 N Hillfield Rd, Layton	X		8
2611 S Orchard Dr, Clearfield	X		4
2630 S 700 W, Clearfield	X		4
2775 W 550 N, Clearfield	X		5
2826 W 1800 N, Clearfield	X		4

2941 W 800 N, Clearfield	X		4
295 E Pages Ln, Clearfield	X		3
300 E 1200 N, Clearfield	X		4
340 W 650 S, Clearfield	X		3
360 W 2025 N, Clinton	X		4
3788 W 300 N, Clearfield	X		4
389 S 1000 E, Clearfield	X		5
448 N 1000 W, Clearfield	X		4
591 W 2000 N, Clearfield	X		4
625 S Main St, Clearfield	X		5
695 N 200 W, Clearfield	X		1
700 N 325 W, Sunset	X		2
731 W 3600 S, Clearfield	X		3
745 W 1100 S, Clearfield	X		3
750 W 400 N, Clearfield	X		3
77 S 300 E, Clearfield	X		4
801 W Shepard Ln, Clearfield	X		2
827 E 200 S, Clearfield	X		3
907 W Clark Ln, Clearfield	X		1
944 N 250 W, Clearfield	X		4
990 E 700 S, Clearfield	X		4
AHN 1 Freeport Ctr, Clearfield	X		23
485 S Main, Clearfield	X		1
931 S 1000 E Clearfield	X		5
264 S 500 E, Farmington	X		8
265 S 500 E, Farmington	X		4
30 W 400 N, Farmington	X		3
320 E 200 S, Farmington	X		4
320 S 500 E, Farmington	X		2
34 E Golden Ave, Farmington	X		1
430 E 450 S, Farmington	X		2
435 S Main, Farmington	X		2
446 E 450 S, Farmington	X		2
45 E State St, Farmington	X		10
490 S 500 E, Farmington	X		3
5 E 400 N, Farmington	X		1
50 W 200 S, Farmington	X		3
550 E 300 S, Farmington	X		1
70 E 100 N, Farmington	X		4
70 S 300 E, Farmington	X		5
100 E 350 S, Kaysville	X		5
1010 Emerald Dr, Layton	X		2
1018 E 250 N, Layton	X		2
1065 Thornfield Rd, Kaysville	X		3
1095 Smith Ln, Kaysville	X		4
1155 N Main St	X		2
120 W 1000 N, Layton	X		6
1300 S 700 E, Kaysville	X		4
1610 N 250 W, Layton	X		6
1933 W Clark Ln, Layton	X		5
233 Colonial Ave, Layton	X		4

245 E 1000 S, Kaysville	X		3
2470 E Cherry Ln, Layton	X		4
275 W Mutton, Layton	X		3
2775 W 550 N, Layton	X		5
298 W 2600 S, Layton	X		6
319 W Gentile St, Layton	X		1
325 S Main St, Kaysville	X		6
350 N 100 E, Layton	X		4
3637 W 1840 S, Layton	X		4
369 W Gentile St, Layton	X		3
378 S 50 W, Kaysville	X		3
600 W 2200 S, Layton	X		4
625 S Main St, Kaysville	X		5
655 S 2000 W, Layton	X		7
663 Church St, Layton	X		7
800 Cold Creek Way, Layton	X		4
835 S State, Layton	X		6
938 S 1000 E, Layton	X		5
951 N Fairfield Rd, Kaysville	X		4
955 E 1800 S, Layton	X		3
440 Lancer Ln, Layton	X		7
601 E 1000 N, Layton	X		6
740 S Sunset Dr, Kaysville, UT	X		5
779 N McCormick Way Layton, UT	X		5
1100 W 2000 N Layton, UT	X		3
1125 N Main St Centerville, UT	X		1
1870 S 25 W, Kaysville, UT	X		5
<b>DAVIS SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>413</b>
2100 Lincoln Ln, Holladay	X		2
2217 E Murray Holladay Rd, Holladay	X		3
3005 S 2900 E, SLC	X		1
3180 Eldredge St, SLC	X		1
3251 Upland Dr, SLC	X		6
3305 Wasatch Blvd, SLC	X		2
3401 S 2000 E, SLC	X		3
3450 Oakview Dr, Holladay	X		3
3750 S 3100 E, SLC	X		3
3751 Sunnyvale Dr, SLC	X		1
4055 S 2300 E, Holladay	X		5
4170 S 3000 E, Holladay	X		2
4325 Jupiter Dr, Holladay	X		2
4340 S 2700 E, Holladay	X		2
5205 Holladay Blvd, Holladay	X		2
5315 S 1700 E, Holladay	X		3
5330 Gurene Dr, Holladay	X		3
5330 S 1600 E, Holladay	X		1
5715 S 1300 E, Holladay	X		5
5815 Highland Dr, Holladay	X		2
6015 S 1300 E, Holladay	X		3
6049 Brud Dr, Salt Lake City	X		2

2150 W 6200, Kearns	X		2
3275 W 3100 S, SLC	X		3
3375 W 6200 S, Kearns	X		2
3400 S 3450 W, SLC	X		2
3444 W 4400 S, SLC	X		3
3461 W 4850 S, Kearns	X		3
3525 S 6000 W, SLC	X		1
3700 Sunnydale Dr, SLC	X		2
3770 Vixen Way, Kearns	X		1
3860 Bonniewood St, SLC	X		2
3900 Rancho Vista Ln, SLC	X		2
4040 Sams Blvd, Kearns	X		3
4195 S 3200 W, SLC	X		2
4200 S 5600 W, SLC	X		3
4283 S 6000 W, SLC	X		3
4351 S 5400 W, SLC	X		2
4351 S Redwood Rd, SLC	X		3
4430 W 5570 S, Kearns	X		3
4495 S 4800 W, SLC	X		2
4580 W Westpoint Dr, Taylorsville	X		2
4900 S 4620 W, Kearns	X		2
4901 S 4720 W, Kearns	X		1
4905 S 4300 W, Kearns	X		2
4925 S 2200 W, Kearns	X		2
5190 Health Ave, Kearns	X		2
5240 W 3100 S, SLC	X		2
5241 Steele St, Kearns	X		2
5368 Cyclaman Way, West Jordan	X		2
5525 Cougar Ln, Kearns	X		2
5655 Sarah Jane Dr, Kearns	X		2
5770 W 5100 S, Kearns	X		2
5775 S Sierra Grande, Kearns	X		2
5850 S 5600 W, Kearns	X		3
5925 Copper City Dr, Kearns	X		13
6034 Mill Valley Ln, Kearns	X		3
6055 S 2700 W, Kearns	X		1
6744 W 3800 S, West Jordan	X		2
3580 S. 3600 W	X		5
3375 W 6020 S	X		1
5194 W Highbury Pkwy W	X		3
2935 S 8560 W, Magna	X		3
3650 Montclair St, Magna	X		3
6760 W 3100 S, SLC	X		2
7400 W 3400 S, Magna	X		2
7635 W 3715 S, Magna	X		2
8201 W 2700 S, Magna	X		2
8500 W 3100 S, Magna	X		1
8623 W 3000 S, Magna	X		4
8575 W 3500 S	X		2
8550 W 3100 S	X		1
<b>GRANITE SCHOOL DISTRICT</b>			<b>179</b>

<b>TOTAL INITIAL THRESHOLD</b>			
115 E Young, Morgan Utah	X		7
230 E Young, Morgan, Utah	X		2
344 E Young Morgan, Utah	X		4
55 N 200 East Morgan Utah	X		4
<b>MORGAN SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>17</b>
126 E 5300 South, MURRAY	X		2
140 W 6100 S, MURRAY	X		1
179 E 5065 S, MURRAY	X		2
244 E Vine, MURRAY	X		1
3031 S 200 E, SLC	X		4
3050 S Constitution, SLC	X		2
3134 S 300 E, SLC	X		4
315 E 5900 South, MURRAY	X		1
3225 S 800 E SLC	X		3
3305 S 500 E, South Salt Lake	X		3
3760 Atlas Way, SLC	X		3
3761 S 1100 E, SLC	X		2
4450 W 3100 S, SLC	X		2
4639 S 3200 W, SLC	X		2
5175 S 495 E, MURRAY	X		1
5180 S Glendon, MURRAY	X		1
5220 S 1470 W, SLC	X		1
5300 Cherrywood Ln, SLC	X		3
5440 S STATE ST , MURRAY	X		5
5601 S 320 W, MURRAY	X		1
59 W 3900 S, Murray	X		1
61 W 3900 S, Murray	X		1
6240 LONGVIEW DR , MURRAY	X		1
661 BULLDOG CIR , MURRAY	X		1
745 W 5720 South, MURRAY	X		1
75 W 6100 S, MURRAY	X		3
6351 S 900 E	X		1
5325 Revere Drive	X		1
1510 W 5400 S	X		4
<b>MURRAY SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>58</b>
1025 S US HWY 91	X		5
1050 S Main	X		11
1750 S 500 West	X		10
250 S Main	X		1
360 S 100 East	X		8
590 W 500 South	X		8
676 N 300 East	X		4
851 W 450 South	X		8
333 E 400 N	X		4
92 S 500 W	X		2
1175 E Flonette Ave	X		6
1287 S 2130 East	X		3
1492 E 1240 South	X		7
2701 E Canyon Crest	X		10

340 W 500 North	X		2
350 S Main	X		3
50 N 900 East	X		4
574 N Rees Ave	X		7
600 S 820 East	X		2
612 S Main	X		9
628 S West Park Dr	X		3
90 N 600 East	X		6
99 N 300 West	X		21
53 S 1800 E	X		3
105 S 400 East	X		6
1050 S 700 East	X		5
1145 E 1200 North	X		10
120 W Maple, Mapleton	X		4
1205 E 900 South	X		13
121 N 900 East	X		8
165 S 700 East	X		3
362 E 1200 N, Mapleton	X		5
473 W 1600 S	X		2
485 S 100 East	X		6
570 S Main	X		1
740 W Center	X		10
750 E 400 S	X		3
<b>NEBO SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>223</b>
960 39th St, Ogden	X		3
1270 Gramercy, Ogden	X		3
130 N Eccles, Ogden	X		16
1300 9th St, Ogden	X		3
1306 Gibson Ave, Ogden	X		1
1370 Canyon Rd, Ogden	X		1
1396 Liberty Ave, Ogden	X		3
145 Monroe Blvd, Ogden	X		2
1950 Monroe Blvd, Ogden	X		12
2120 Taylor Ave, Ogden	X		2
2261 Adams Ave, Ogden	X		1
2444 Adams Ave, Ogden	X		10
2563 Monroe Blvd, Ogden	X		4
2615 Polk Ave, Ogden	X		3
2828 Harrison, Ogden	X		16
2875 Tyler Ave, Ogden	X		1
2955 S Harrison Blvd, Ogden	X		1
325 Gramercy, Ogden	X		5
3260 Harrison Blvd, Ogden	X		3
3301 Gramercy, Ogden	X		3
3370 Polk Ave, Ogden	X		3
455 28th St, Ogden	X		2
490 Gramercy, Ogden	X		4
550 22nd St, Ogden	X		4
605 Grant Ave, Ogden	X		2
665 Grant Ave, Ogden	X		2

790 W 12th St, Ogden	X		2
800 Jackson Ave, Ogden	X		7
846 20th St, Ogden	X		1
<b>OGDEN SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>120</b>
1750 Kearns Blvd	X		7
2400 Kearns Blvd	X		2
2465 W Kilby Rd	X		6
2530 Kearns Blvd	X		2
2700 Kearns Blvd	X		7
4600 N Silver Springs Dr	X		3
5060 W Rasmussen Rd	X		3
5700 Trailside Dr.	X		4
8460 N Bluebird Ln	X		1
2270 Kearns Blvd	X		2
1850 Sidewinder Dr	X		1
<b>PARK CITY SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>38</b>
1145 S 1900 East, Salt Lake City	X		9
1525 E 1300 South, Salt Lake City	X		12
2496 E St Marys Dr, Salt Lake City	X		12
757 S 1300 East, Salt Lake City	X		1
840 S 1300 E, Salt Lake City	X		24
1090 S Roberta, Salt Lake City	X		14
1105 W 1000 North, Salt Lake City	X		11
1115 W 300 South, Salt Lake City	X		8
1164 S Main, Salt Lake City	X		1
1234 S Main, Salt Lake City	X		20
1240 N American, Salt Lake City	X		1
1250 Mead Ave, Salt Lake City	X		2
1269 N Colorado, Salt Lake City	X		12
132 N 300 West, Salt Lake City	X		1
134 N D St Salt Lake City	X		5
1400 W Goodwin Ave, Salt Lake City	X		8
1450 W 600 N, Salt Lake City	X		4
1545 N Morton Dr, Salt Lake City	X		12
1730 W 1700 N, Salt Lake City	X		7
180 N 300 West, Salt Lake City	X		3
1810 W 900 North, Salt Lake City	X		12
2166 S 1700 East, Salt Lake City	X		2
2375 Garfield Ave, Salt Lake City	X		2
241 N 300 West, Salt Lake City	X		39
30 N R, Salt Lake City	X		10
340 W 300 N, Salt Lake City	X		1
361 N 400 W, Salt Lake City	X		1
40 S 800 East, Salt Lake City	X		15
420 N 200 West, Salt Lake City	X		14
429 S 800 East, Salt Lake City	X		12
440 E 100 South, Salt Lake City	X		226
460 S Concord, Salt Lake City	X		1
497 Morton Dr, Salt Lake City	X		11
567 W 300 N, Salt Lake City	X		1

601 N 1500 W, Salt Lake City	X		9
607 E 200 South, Salt Lake City	X		1
750 W 200 North, Salt Lake City	X		11
775 E Twelfth Ave, Salt Lake City	X		8
840 S 1300 E, Salt Lake City	X		1
1776 N Redwood Rd	X		4
1130 Sterling Dr	X		1
1017 E Harrison Ave, Salt Lake City	X		11
155 S 600 West, Salt Lake City	X		1
1568 S 300 East, Salt Lake City	X		13
1620 S 300 East, Salt Lake City	X		1
1670 Siggard Dr, SLC	X		4
1675 S 600 East, Salt Lake City	X		12
1825 S Nevada St, Salt Lake City	X		10
1850 S 2500 East, Salt Lake City	X		12
1953 S 2100 E, Salt Lake City	X		15
2010 Mantle Ave, SLC	X		2
2166 S 1700 East, Salt Lake City	X		30
2291 S 2000 E, Salt Lake City	X		1
2375 E Garfield Ave, Salt Lake City and	X		1
2420 Fisher Ln, SLC	X		2
2452 S State St	X		1
2500 S State St, SLC	X		45
2650 S Redwood Rd, SLC	X		2
2730 E 3300, Salt Lake City	X		1
2785 S 800 East, Salt Lake City	X		12
2950 Whitehall Dr, SLC	X		2
340 W Gregson Ave, SLC	X		2
3751 Second St, SLC	X		1
380 W Gregson Ave, SLC	X		14
986 E Sugarmont Dr, Salt Lake City	X		3
1738 E 2700 S	X		9
1470 S 1900 East	X		9
1838 S 1500 East	X		2
1575 S State St	X		8
1623 S State St	X		3
2470 S Main	X		1
1380 Navajo, Salt Lake City	X		19
1410 S 800 West, Salt Lake City	X		8
1430 W Andrew Ave, Salt Lake City	X		15
1745 W 1700 South, Salt Lake City	X		9
1850 S 3230 West, Salt Lake City	X		3
466 S Cheyenne, Salt Lake City	X		9
970 S Emery, Salt Lake City	X		11
995 W Beardsley Pl, Salt Lake City	X		34
855 W California	X		1
1388 S Navajo St	X		5
<b>SALT LAKE SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>893</b>
1210 W Curly Hollow Dr, St George	X		9
1215 N Lava Flow Dr	X		8

1385 N Lava Flow Dr, St George	X		12
1497 N Lava Flow Dr, St George	X		4
15 S 100 West, St George	X		26
16 S 300 West	X		3
1795 W 1230 North	X		2
2040 W 2000 N	X		3
2145 E 130 North, St George	X		7
2330 E Horseman Park Dr, St George	X		6
2410 E Riverside Dr, St George	X		5
2425 N Rachel Dr, Santa Clara	X		10
2760 E 750 North	X		2
2850 E 750 North, St George	X		11
2950 W Crestview Dr, Santa Clara	X		5
301 N 2200 East, St George	X		3
3167 S 2350 E, St George	X		9
350 E 700 South, St George	X		12
383 S Mall Dr, St George	X		12
425 Man O War Rd	X		3
453 S 600 East	X		6
495 N WestRidge Dr	X		3
545 Arrowhead Trail, Santa Clara	X		6
747 E Riverside Dr, St George	X		6
811 E Brigham Rd, St George	X		9
82 Center	X		1
820 N 2450 East	X		6
828 E Desert Hills Dr, St George	X		9
855 E Brigham Rd	X		5
902 N 1400 West	X		2
919 E Brigham Rd	X		12
936 E Desert Hills Dr, St George	X		9
934 S 100 East	X		9
2500 S Harvest Ln	X		10
872 S 310 E	X		3
691 S 300 E	X		2
121 W Tabernacle	X		2
2835 E 2000 S	X		2
1970 S Arabian Way, Washington	X		6
25 E Telegraph, Washington	X		4
300 N 300 East, Washington	X		4
3435 E Canyon Crest Ave, Washington	X		6
<b>WASHINGTON SCHOOL DISTRICT TOTAL INITIAL THRESHOLD</b>			<b>274</b>
<b>ALL SCHOOL DISTRICTS TOTAL STATION LINE COUNT</b>			<b>2310</b>

Charges will commence upon provision of Service as evidenced by CenturyLink records and will be guaranteed for the Term of this Agreement. Additionally, CenturyLink's records will document the actual number of contracted lines. The Total Initial Threshold will apply to the combined total of Basic Station Lines and ISDN Station Lines.

\* Enter the number of applicable Air Quarter Miles for service locations with 301+ station lines at a location.

**ATTACHMENT C**

**PURCHASE ADDENDUM  
GRANITE SCHOOL DISTRICT CONTRACT #\_\_  
GRANITE SCHOOL DISTRICT AND OTHER ELIGIBLE SCHOOL DISTRICTS**

The undersigned represents, acknowledges, and agrees as follows:

1. **UNDERLYING CONTRACT.** CenturyLink and Granite School District, on behalf of itself and certain other Utah school districts ("Eligible School Districts" or individually a "Customer", for purposes of the Contract), have entered into a Contract 15-008 (hereinafter the "Underlying Contract"). The Underlying Contract provides for certain telecommunications services, equipment, or both ("Service") by CenturyLink. The Underlying Contract provides Granite School District and each of the school districts the option to order Service under the terms of the Underlying Contract by executing a Purchase Addendum.
2. **ORDER FOR SERVICES.** This Purchase Addendum is submitted by \_\_\_\_\_, (herein referred to individually as a "Customer" for purposes of this Purchase Addendum and the Underlying Contract) which is a Utah school district eligible to purchase Service pursuant to the terms and conditions of the Underlying Contract. Customer is executing this Purchase Addendum for the purpose of ordering Service from CenturyLink pursuant to the Underlying Contract. CenturyLink will provide to Customer the Services as set forth in the Underlying Contract. 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.
3. **RESPONSIBILITY FOR SERVICES.** Customer will be subject to all terms and conditions of this Purchase Addendum and the Underlying Contract. Customer will be solely responsible for its use of Services under this Purchase Addendum and the Underlying Contract, including but not limited to responsibility for payment obligations for Service ordered by and provided to Customer. Neither Granite School District nor any other Eligible School District will be responsible for any obligations of Customer under this Purchase Addendum or the Underlying Contract. Likewise, Customer shall not be responsible for any Service ordered by Granite School District or any other Eligible School District pursuant to the Underlying Contract.
4. **ELIGIBILITY FOR SUPPORT.** The Services may be eligible for discounts or other benefits under the Universal Service Fund School 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 Purchase Addendum is an integral part of the agreement between CenturyLink and Customer and is binding when executed by Customer or when Customer receives Service.
5. **EFFECTIVE DATE OF SERVICE.** The Term of the Services will begin according to the following option selected by Customer:
  - OPTION 1**      The Service will begin upon receipt of this Purchase Addendum. Customer is requesting Support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives E-rate Support.
  - OPTION 2**      The Service will begin on July 1, 2015. Customer is requesting Support, But agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
  - OPTION 3**      The Service will begin on the last date on which a Purchase Addendum Has been signed an submitted to CenturyLink and 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, 2015, the effective date of the Agreement will be July 1, 2015. Customer will be responsible for payment for Service throughout the remainder of the Service and for any amounts not covered by the Support, irrespective of the availability of Support for future years.
  - OPTION 4**      The Service will begin on receipt of this Purchase Addendum. Customer affirms that it is not currently requesting Support for Service. **Paragraphs 6 through 10 of this Purchase Addendum will not apply if**

**Customer selects Option 4.** If Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.

**6. APPLICATIONS FOR SUPPORT. Following execution of the Purchase Addendum, 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 the 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.**

**7. 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 Underlying Contract 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.

**8. FAILURE TO OBTAIN SUPPORT**

- a. If, for any reason other than CenturyLink's material failure to deliver Service under the terms of the Underlying Contract and Purchase Addendum, 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.

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

10. **PRECEDENCE AND INTERPRETATION.** The terms and conditions of this Purchase Addendum take precedence over all conflicting terms and conditions in the Underlying Contract. All other terms and conditions of the Underlying Contract remain unchanged. The Underlying Contract may only be amended by Granite School District, as the contracting party with CenturyLink.

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2015

CUSTOMER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title