

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
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 Contract #15-008, on or about April 9, 2015, including its Exhibits and Attachments (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 Box Elder School District, (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 and 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 9th day of April, 2015

CUSTOMER: ~~Box Elder~~ School District

Rodney L Cook
Signature

Rodney L Cook
Print Name

Business Administrator
Title

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
GRANITE SCHOOL DISTRICT AND OTHER ELIGIBLE SCHOOL DISTRICTS**

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2. **ORDER FOR SERVICES.** This Purchase Addendum is submitted by Davis School District, (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 tarified, 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.
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 - OPTION 3** The Service will begin on the last date on which a Purchase Addendum has been signed and 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.
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Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.

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- 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.
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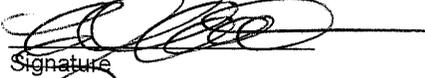
9. TITLE TO EQUIPMENT. Any equipment for which Purchaser is not applying for Category Two Support under the E-rate Program, and is used in the provision of Services under the Underling Agreement and this Purchase Addendum, is the property of CenturyLink. Purchaser neither owns nor will acquire any right 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 13th day of April, 2015

CUSTOMER: Davis School District



Signature



Print Name



Title

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
GRANITE SCHOOL DISTRICT AND OTHER ELIGIBLE SCHOOL DISTRICTS**

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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 Contract #15-008, on or about April 9, 2015, including its Exhibits and Attachments (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 Morgan County School District, (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.
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- 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.

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- 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 9th day of April, 2015

CUSTOMER: Morgan County School District

D'Lynn Pell
Signature

D'Lynn Pell
Print Name

Business Admin
Title

Morgan School District Centrex Prime

801 829 3467 823

Service	Quantity	MRC	Total
Centrex Station Lines	16	\$17.95	\$287.20
2 Way NARS	3	\$18.00	\$54.00
2 Way NARS- No Charge	7	\$0.00	\$0.00
Centrex Common Block	1	\$30.00	\$30.00
CALC	10	\$6.36	\$63.60
Extended Area Service	7	\$5.00	\$35.00
		\$469.80	Total

Line Address	Station Line Detail Telephone #'s	Total Lines
55 N 200 East Morgan Utah	801.829.0697	4
	801.829.3012	
	801.829.3048	
	801.829.6553	
230 E Young. Morgan, Utah	801.829.3413	2
	801.829.3531	
344 E Young Morgan, Utah	801.829.3438	4
	801.829.3439	
	801.829.6770	
	801.829.6773	
115 E Young, Morgan Utah	801.829.3467	6
	801.829.3468	
	801.829.3469	
	801.829.4017	
	801.829.4018	
	801.829.4221	

Total Centrex Lines

16

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2. **ORDER FOR SERVICES.** This Purchase Addendum is submitted by Murray School District, (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 tarified, 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.
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Acknowledged this 9th day of April, 2015

CUSTOMER: Murray School District

Signature

John Nielson

Print Name

Title

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
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 Contract #15-008, on or about April 9, 2015, including its Exhibits and Attachments (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 Nebo School District, (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 tarified, 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 and 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 9th day of April, 2015

CUSTOMER: Nebo School District


Signature

Reese Brunson _____
Print Name


Title

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
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 Contract #15-008, on or about April 9, 2015, including its Exhibits and Attachments (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 Ogden School District, (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 and 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 9th day of April, 2015

CUSTOMER: Ogden School District


Signature

Randon Reed
Print Name

IT Supervisor
Title

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
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 Contract #15-008, on or about April 9, 2015, including its Exhibits and Attachments (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 Salt Lake City School District, (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 tarified, 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 and 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 9th day of April, 2015

CUSTOMER: Salt Lake City School District

Janet M Roberts
Signature

Janet M. Roberts
Print Name

Business Admin.
Title

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
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 Contract #15-008, on or about April 9, 2015, including its Exhibits and Attachments (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 Park City School District, (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 and 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

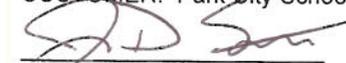
Customer subsequently chooses to request Support for Service, Customer will contact CenturyLink to make appropriate arrangements.

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 9th day of April, 2015

CUSTOMER: Park City School District



Signature

Joe Stout _____
Print Name

IT Director _____
Title

**PURCHASE ADDENDUM
GRANITE SCHOOL DISTRICT CONTRACT #15-008
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 Contract #15-008, on or about April 9, 2015, including its Exhibits and Attachments (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 Washington County School District, (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 and 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.

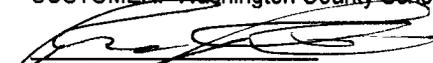
9. TITLE TO EQUIPMENT. Any equipment for which Purchaser is not applying for Category Two Support under the E-rate Program, and is used in the provision of Services under the Underling Agreement and this Purchase Addendum, is the property of CenturyLink. Purchaser neither owns nor will acquire any right 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 9th day of April, 2015

CUSTOMER: Washington County School District



Signature

Brent Bills
Print Name

Business Manager
Title