

This GeoMax Service ("Service") Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and CITY OF SANTA FE ("Customer") and is effective on the date CenturyLink signs it ("Effective Date").

Tariff

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 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>. Service is subject to technical publication 77407 located at <http://www.centurylink.com/techpub/> ("Tech Pub").

1. Scope.

1.1 CenturyLink will provide, and Customer will purchase, the Service provided under this Agreement. CenturyLink will provide Service up to the Standard Network Interface ("SNI") at Customer's premises. The SNI is that location where CenturyLink's protected network facilities end and Customer's inside wire or network begins, normally at a fiber distribution panel ("FDP").

1.2 Service is a robust, high speed, multi-protocol, fiber optic data transport service. It utilizes Dense Wave Division Multiplexing ("DWDM") technology enabling two or more optical signals having different wavelengths to be transmitted simultaneously in the same direction over one strand of fiber. Specific customer interfaces are listed in the Payment section.

1.3 To ensure diversity on "Protected Service," fiber optic paths will be separated by a minimum of 25 feet (where available) at all points to the last manhole. If one fiber optic path fails, Service will switch automatically to the other path within 50 milliseconds.

1.4 Customer understands and agrees that CenturyLink supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable CenturyLink Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

1.5 "Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering CenturyLink's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer. CenturyLink may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of CenturyLink. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, CenturyLink will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible.

1.6 Filing Concurrence. CenturyLink may be required to submit an Agreement for a particular Service and any subsequent addenda for Service to certain regulatory agencies for approval because the rates in the Agreement are being offered on an individual case basis ("ICB"). Although the general terms and conditions of this Agreement are effective on the Effective Date, those service-specific rates, terms, and conditions that require filing with or approval by regulatory agencies ("ICB Terms") will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under the Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to Section 9 under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve the Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. The Agreement for a particular Service remains in full force and effect for Service in all other jurisdictions.

1.7 Service Level Agreement. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service. "SLA" means the GeoMax service level agreement located at <http://www.centurylink.com/legal/sla.html> which is subject to change.

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1.8 Service/Maintenance. CenturyLink may from time to time suspend Service for routine maintenance or rearrangement of facilities or equipment. CenturyLink will give advance notification of any such suspension of Service. Such suspension of Service is not considered an out-of-service condition unless Service is not restored by the end of the period specified in the notification.

2. Term.

2.1 This Agreement is effective on the date on which it is executed by CenturyLink following Customer's execution of this Agreement ("Effective Date") and expires 48 months from the date Service requested under this Agreement is available to Customer, as evidenced by CenturyLink records ("Term"), consistent with NMSA 1978, sec. 13-1-150.

2.2 Both Parties agree to begin discussions regarding the renewal or discontinuation of this Agreement 90 days prior to its expiration. In the event negotiation cannot be met and CenturyLink continues to provide Service after the Term, Service will automatically revert to month-to-month rates. Month-to-month rates are only available upon completion of a fixed period service rate plan. Service provided on a month-to-month basis cannot be added to or changed. Month-to-month service may only be upgraded to a fixed period service rate plan of 36- or 60-months, or disconnected.

3. Charges and Billing.

3.1 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. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

3.2 Service's Monthly Recurring Charge ("MRC") and Nonrecurring Charges ("NRC") will be those stated in the Tariff on: (a) the date of installation for new Service; or (b) the Effective Date for existing Service. CenturyLink will protect the MRC from any CenturyLink-initiated price increases during the Term. Any rate increases directed or mandated by a regulatory body with proper authority will increase the MRCs and/or NRCs pursuant to the applicable order. Customer agrees to pay the charges for Service as specified in this Agreement. Customer's payment obligations are not contingent upon Customer's ability to collect payments or charges from any third party.

3.3 Order Acceptance and Cancellation. CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

3.4 Customer hereby orders and agrees to pay the following charges for Service as shown below:

Customer Interface:

Port Type/Name	Port Speed	No. of Ports	Unprotected/Protected	MRC/each	NRC/each
Gigabit Ethernet	1.25 Gbps	68	Unprotected	\$330.00	\$0.00
			Monthly Total	\$22,440.00	
			12 Month Total	\$269,280.00	
			48 Month Total	\$1,077,120.00	

Network Access Channel (NAC):

Quantity (34)	CO Node Location	MRC/each	NRC/each
1	2515 Camino Entrada Santa Fe, NM 87507	\$102.00	\$0.00
1	6599 Jaguar Dr Santa Fe, NM 87507	\$102.00	\$0.00
1	6796 Jaguar Dr Santa Fe, NM 87507	\$102.00	\$0.00
1	801 W San Mateo Rd Santa Fe, NM 87505	\$102.00	\$0.00

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1	490 Bishops Lodge Rd Santa Fe, NM 87501	\$102.00	\$0.00
1	1730 Llano St Santa Fe, NM 87505	\$102.00	\$0.00
1	35 Camino Justicia Santa Fe, NM 87508	\$102.00	\$0.00
1	301 Montezuma Ave Santa Fe, NM 87501	\$102.00	\$0.00
1	1751 Cerrillos Rd Santa Fe, NM 87505	\$102.00	\$0.00
1	737 Agua Fria St Santa Fe, NM 87501	\$102.00	\$0.00
1	2651 Siringo Rd Santa Fe, NM 87505	\$102.00	\$0.00
1	1030 W Alameda St Santa Fe, NM 87501	\$102.00	\$0.00
1	1121 Alto St Santa Fe, NM 87501	\$102.00	\$0.00
1	1142 Siler Rd Santa Fe, NM 87507	\$102.00	\$0.00
1	2391 Richards Ave Santa Fe, NM 87507	\$102.00	\$0.00
1	2931 Rufina St Santa Fe, NM 87507	\$102.00	\$0.00
1	500 Market St Santa Fe, NM 87501	\$102.00	\$0.00
1	1130 Arroyo Chamiso Rd Santa Fe, NM 87505	\$102.00	\$0.00
1	2511 Camino Entrada Santa Fe, NM 87507	\$102.00	\$0.00
1	601 Alta Vista St Santa Fe, NM 87505	\$102.00	\$0.00
1	216 W San Francisco St Santa Fe, NM 87501	\$102.00	\$0.00
1	3221 Rodeo Rd Santa Fe, NM 87507	\$102.00	\$0.00
1	205 Caja Del Rio Rd, Santa Fe, NM 87507	\$102.00	\$0.00
1	73 Paseo Real Santa Fe, NM 87507	\$102.00	\$0.00
1	6601 Valentine Way Santa Fe, NM 87507	\$102.00	\$0.00
1	100 Caja Del Rio Rd Santa Fe, NM 87507	\$102.00	\$0.00
1	121 Aviation Dr Santa Fe, NM 87507	\$102.00	\$0.00
1	145 Washington Ave Santa Fe, NM 87501	\$102.00	\$0.00
1	715 Alta Vista St Santa Fe, NM 87505	\$102.00	\$0.00
1	1600 St Michaels Dr Santa Fe, NM 87505	\$102.00	\$0.00
1	200 Lincoln Ave Santa Fe, NM 87501	\$102.00	\$0.00
1	341 CAJA DEL RIO RD, SANTA FE, NM 87506	\$102.00	\$0.00
1	66 E SAN FRANCISCO ST, SANTA FE, NM, 87501	\$102.00	\$0.00
1	200 MURALES RD, SANTA FE, NM, 87501-1173	\$102.00	\$0.00
	1 Month Total	\$3,468.00	
	12 Month Total	\$41,616.00	
	48 Month Total	\$166,464.00	

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Nodes (includes first shelf in each node):

Node Type (Premise of CO)	Quantity	Location	MRC/each
Premise	1	715 ALTA VISTA ST, SANTA FE, NM, 87505	\$2,188.80
CO	1	121 E ALAMEDA ST, SANTA FE, NM, 87501	\$1,732.80
CO	1	1117 CALLE LA RESOLANA, SANTA FE, NM, 87507	\$1,732.80
		1 Month Total	\$5,654.40
		12 Month Total	\$67,852.80
		48 Month Total	\$271,411.20

4. Customer Responsibilities. Customer is responsible for the following:

4.1 Environmental Requirements. Customer will ensure that the environment at Customer's premises in which CenturyLink equipment will reside meets all applicable local, state, and/or national safety codes. Customer is required to provide adequate building space, lighting, and atmospheric control (humidity, temperature, and ventilation) for the proper installation, operation, and maintenance of CenturyLink equipment and facilities on the Customer premises. Customer will provide written notice to CenturyLink of any health or safety hazards known by Customer to exist arising from or related to Customer's operations to which CenturyLink employees may be exposed while working at Customer premises and any required control measures necessary to prevent hazardous exposures to CenturyLink employees.

4.2 Power Requirements. Customer will provide the appropriate alternating current ("AC") power supply as specified by CenturyLink based on the customer specific network design for normal operations of CenturyLink electronic equipment. All power supply sources will comply with national standards and safety codes. Customer should also extend a suitable ground source to the telecommunications equipment area. In the event a Service outage(s) occurs due to AC power failure, and backup power is provided by Customer (not CenturyLink), and such backup power also fails, CenturyLink will be exempt from meeting the specified SLAs for such Service outage(s).

4.3 Access. Customer will provide prompt access to its premises to CenturyLink authorized personnel or other authorized parties, responding to Service restoration, equipment failure, maintenance, or other relevant situations, and such access to CenturyLink equipment will be available 24 hours a day, 365 days a year.

4.4 On-Site Operations. All Customer operations concerning Service at Customer's premises will be performed at the expense of Customer, and Customer will be required to conform to all applicable specifications that CenturyLink may adopt as necessary to maintain Service. Any special structural work required for supporting telecommunications facilities needed in order to provide Service on Customer's premises will be provided at the expense of Customer.

5. Optional Performance Monitoring.

5.1 CenturyLink will monitor and manage the Service 24 hours a day, 365 days a year.

5.2 Customer will provide, at Customer's own expense, a terminal compatible with the CenturyLink equipment used to provision Service to allow read-only monitoring of the Service.

6. Equipment and Installation.

6.1 CenturyLink will provide, install, maintain, repair, operate, and have sole access to the equipment necessary for Service. CenturyLink will pay the cost of purchasing and installing all fiber and equipment necessary for Service; however, any special construction for additional fiber that is nonreusable or nonrecoverable (as determined by CenturyLink) will be at an additional charge to Customer. Customer will be notified in writing of any such charges prior to execution of this Agreement.

6.2 CenturyLink will procure and maintain at CenturyLink's expense, all rights-of-way and private or public easements or licenses required for the installation of CenturyLink's equipment and fiber.

6.3 The fiber and equipment will remain the sole and exclusive property of CenturyLink or its assignee, and nothing contained herein will give or convey to Customer any right, title, or interest whatsoever in such fiber and equipment, except as otherwise provided herein. Such fiber and equipment is and will remain personal property, notwithstanding that it may be, or become, attached to or embedded in realty.

7. Service Changes.

7.1 Additions and/or changes to Service elements at the specified locations may be added at existing agreement rates through and including the 24th month of this Agreement, and such additions and/or changes will be subject to all terms of this Agreement, including the Term. Additions and/or changes to Service will be handled by written amendment mutually agreed upon by the Parties, some elements of

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Service may not be changeable, CenturyLink has the right to not change certain elements of Service. New rate elements cannot be added during the last 12 months of this Agreement. Customer agrees to pay all MRCs and NRCs related to the changes.

7.2 In the event Customer requests additional Service with fewer than 12 months remaining in the Term, Customer will be required to enter into a separate agreement.

7.3 Customer may move or add to the Service ("Change") if CenturyLink commercially offers the Change to the Service, and Customer agrees to pay all applicable charges related to the Change, including all then-current MRCs and NRCs and any excess construction charges.

8. Termination.

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. Prior to the conclusion of the Term, if 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 a termination charge "Termination Charge" of:

(a) If during the first 12 months of Service ("Minimum Service Period"), Customer will pay all accrued and unpaid charges for Service provided through the effective date of such termination plus a Termination Charge of 100% of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months, or portion thereof, remaining in the Minimum Service Period, plus 70% of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months after the Minimum Service Period remaining in the Initial Term.

(b) If after the Minimum Service Period, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such termination plus a Termination Charge of 70% of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months, or portion thereof, remaining in the Initial Term.

8.3 CenturyLink may: (a) immediately suspend all or any part of the Service; and/or (b) terminate this Agreement (effective after the applicable notice period): (i) for Cause (as defined herein); or (ii) upon written notice if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it.

9. Confidentiality. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

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. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, 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.

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

12.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE 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.

12.2 Claims Related to Service. For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

12.3 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. Miscellaneous.

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13.1 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 and Customer represents that it will not resell Service.

13.2 Conflicts Provision. If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

13.3 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.

13.4 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 this Agreement.

13.5 HIPAA. CenturyLink Communications, LLC 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).

13.6 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.

13.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. New Mexico 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 Santa Fe, New Mexico. 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. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement.

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

13.8 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.

13.9 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.

13.10 Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either: (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. All Customer notices for Service non-renewal and other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

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(b) **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

13.11 Termination

This Agreement may be terminated by the Customer upon 60 days written notice to CenturyLink.

13.12 Indemnification

CenturyLink shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CenturyLink's performance under this Agreement as well as the performance of CenturyLink's employees, agents, representatives and subcontractors.

13.13 New Mexico Tort Claims Act

Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability they may have pursuant to applicable law.

13.14 Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13.15 Third Party Beneficiaries

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and CenturyLink. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

13.19 Insurance

A. CenturyLink, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a commercially available form and with an insurance company with minimum AM Best's rating of A-VII, with limits of coverage in the maximum amount which the Customer could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Customer is included as an additional insured. The Customer will be notified by CenturyLink no less than 30 days in advance of cancellation for any reason. CenturyLink shall furnish the Customer with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. CenturyLink shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for CenturyLink's employees throughout the term of this Agreement. CenturyLink shall provide the Customer with evidence of its compliance with such requirement.

C. CenturyLink shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CenturyLink shall furnish the Customer with proof of insurance of CenturyLink's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13.20 Records and Audit

CenturyLink shall maintain reasonably comprehensive books and records of the Services performed to the extent necessary to substantiate the fees charged to Customer under the Agreement. Such books and records will be retained by CenturyLink for a period of at least two (2) years, or longer if required by applicable law, from and after the completion of such Services. Once each calendar year, upon at least thirty (30) days written notice from Customer, CenturyLink shall provide Customer and Customer's agents (including any third party auditor(s) designated by Customer) which have entered into a mutually agreeable non-disclosure agreement and agree to comply with rules for the facility, which will be provided to Customer or its auditor(s) as applicable in advance, at Customer's expense, with access during normal business days and hours to such books and records and documentation which support charges billed to Customer as may be reasonably requested by Customer that cover any period not to exceed 2 years from the date of the audit to determine that fees charged are accurate and in accordance with the Agreement.

13.24 Severability

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

CENTURYLINK GEOMAX® SERVICE
Intrastate

13.25 Entire Agreement. This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

QWEST CORPORATION D/B/A CENTURYLINK QC

CITY OF SANTA FE

Dan Sullivan
Authorized Signature

Alan Webber
Authorized Signature

Dan Sullivan on behalf of Susan Baker
Name Typed or Printed

Alan Webber
Name Typed or Printed

Lead SLED Relationship Manager
Title

Mayor
Title

8-14-2019
Date

11/20/19
Date

Customer's Address for Notice:
Customer's facsimile number (if applicable):
Person designated for notices:

FOR CENTURYLINK INTERNAL USE ONLY
<u>FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW</u>
<u>SERVICE (NOT REQUIRED FOR RENEWALS)</u>
AQCB Quote No.
Date Concurred:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL 11/13/19
CITY CLERK

APPROVED AS TO FORM:

MDM 8/15/17
ERIN MCSHERRY, CITY ATTORNEY
APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR *mc*
620 3650.514100

Business Unit Line Item