MODIFICATION #3
TO
CONTRACT #VA-151028-CTL
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CENTURYLINK COMMUNICATIONS, LLC

This Modification #3 is an agreement between the Virginia Information Technologies Agency (VITA) and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA"), and CenturyLink Communications, LLC dba Lumen Technologies Group on behalf of itself and its Affiliates ("Supplier" or "CenturyLink" or "Lumen"). This Modification #3 is hereby incorporated into and made an integral part of Contract #VA-151028-CTL; CenturyLink Contract #1002231 (the "Contract"). This Modification #3 shall become effective on the date it is signed by both Parties (the "Modification #3 Effective Date").

For consideration, the sufficiency of which is acknowledged by both parties, the following Modification is created and incorporated into the Contract.

The purpose of this Modification is to document both Parties' agreement to modify the Contract as follows:

1. Except as the context otherwise requires, capitalized terms used in this Modification #3 without definition shall have the same meanings as are set forth in the Contract.

2. Add New pricing to Exhibit A Service Fees. Pricing for Enterprise Access Services ("EAS") is being added to the existing Exhibit A of the Contract as shown in the attached (Additional Pricing effective with Modification #3).

3. Add New Service Attachment to Exhibit F Service Exhibits. The following new Service Attachment is attached hereto and incorporated into Exhibit F of the Contract.

   - **ENTERPRISE ACCESS SERVICES SERVICE SCHEDULE**

The foregoing is the complete and final expression of the Parties' agreement to modify the Contract and cannot be modified, except by a writing signed by duly authorized representatives of both Parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION #3 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS MODIFICATION #3 AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CenturyLink Communications, LLC dba Lumen Technologies Group	**VITA**
BY: Steve Arneson (Aug 18, 2022 13:57 CDT)	BY: Doug Leslie (Aug 18, 2022 14:59 EDT)
NAME: Steve Arneson	NAME: Doug Leslie
TITLE: Manager - Offer Management	TITLE: Strategic Sourcing Consultant
DATE: Aug 18, 2022	DATE: Aug 18, 2022

EAS (EBAS) Pricing

Enterprise Broadband Access Service (EBAS) charges are as set forth in Exhibit A Service Fees (Revised) and may consist of: (a) a non-recurring installation charge (NRC) as shown in the attached (Additional Pricing effective with Modification #3), (b) monthly recurring charge(s) (MRC) as shown in the attached (Additional Pricing effective with Modification #3) for each Service element at each applicable location, and (c) any additional charges referenced in the Order, including extended Ethernet demarcation points, change management, or expedite charges.

CenturyLink may charge Authorized User for its additional fees, costs, and expenses resulting from Authorized User's request for EBAS changes as set forth in the Revised Exhibit A Service Fees including EBAS, unless such change is due to an act or omission by CenturyLink. Pricing is effective with the execution of Modification #3.

Enterprise Broadband Access Service (EBAS) pricing is subject to a detailed quoting exercise and availability is determined on a site by site basis. See Service Exhibit for detail of services available. Engage your CenturyLink Sales Rep to develop a scope of work and final pricing. Authorized Users or Subscribers need to provide site address and desired bandwidth in order to obtain a quote. Special construction may apply. EBAS is usually an Asynchronous bandwidth service with speeds that range from 10 Mbps to 1 Gbps download speeds.

EAS (EBAS) Pricing - Added to Exhibit A effective with Modification #3

Term	Product	VITA Tier	VITA Tier Speed	Lumen Download Speed*	Lumen MRC	Lumen NRC
36 Months	Broadband Internet Access	1	1	not available	n/a	n/a
36 Months	Broadband Internet Access	2	5	not available	n/a	n/a
36 Months	Broadband Internet Access	3	10	not available	n/a	n/a
36 Months	Broadband Internet Access	4	20	25	$93.00	waived
36 Months	Broadband Internet Access	5	40	50	$120.00	waived
36 Months	Broadband Internet Access	6	100	100	$160.00	waived
36 Months	Broadband Internet Access	7	200	200	$200.00	waived
36 Months	Broadband Internet Access	8	600	600	$335.00	waived
36 Months	Broadband Internet Access	9	800	not available	n/a	n/a
36 Months	Broadband Internet Access	10	1000	1000	$410.00	waived

*Minimum Upload Speed of 20MB

Additional Charges/Fees		
Failure to Return Wireless Device/Modem	Lumen Fee-NRC	$250.00
Extend demarcation points	Lumen Fee-NRC	$2,000.00
Change Management	Lumen Fee-NRC	$200.00
Expedite Fees	Lumen Fee-NRC	$1,000.00

ENTERPRISE ACCESS SERVICES

1. **General.** This Service Schedule is applicable only where Authorized User orders Enterprise Access Services ("EAS" or "Service"). EAS may also be referred to as Enterprise Broadband Access Service ("EBAS") services on ordering, invoicing, or other documentation.

2. Enterprise Access Services Service Availability. EAS is a best effort Service and no Service Level Agreements apply to this Service.

1. General. This Service Schedule is applicable only where Authorized User orders Enterprise Access Services ("EAS" or "Service"). EAS may also be referred to as Enterprise Broadband Access Service ("EBAS") services on ordering, invoicing, or other documentation. This Service Schedule incorporates the terms of the Contract or other service agreement under which the Supplier or an affiliate provides service to Authorized User.

1.1 Additional General Terms. For Services provided outside the United States, Authorized User or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Supplier affiliate that provides the local Service(s). Such Supplier affiliate will invoice Authorized User or its local affiliate for the respective local Service(s).

2. Services. Subject to availability, EAS is available as Broadband Internet Access Service. Any managed device provided as part of the Service is subject to the separate Supplier Managed Network Service Schedule.

2.1 Broadband Internet Access ("BIA"). BIA includes (a) third-party provided unsecured local internet broadband service and (b) 24x7 monitoring and management of the broadband service. Supplier or its third-party provider will monitor the static IP of the modem provided with the third-party internet broadband service for up/down status. Service does not include performance monitoring. Supplier or its third-party provider will not monitor for packet loss, latency, or jitter.

2.2 Reserved.

2.3 Special Terms for Supplier Procured Third-Party Broadband Related to EAS.

2.3.1 Supplier will use reasonable efforts to procure the access service type per Authorized User Site (defined below) as identified in the Order. However, Supplier does not commit that a certain access service type or technology will be available at an Authorized User Site. If the specific access type set forth in an Order is not available, Supplier will notify the Authorized User, within 20 days of receipt of the Order, that the Order for EAS at that specific Authorized User Site is cancelled. All other Authorized User Sites under the Order will not be impacted.

2.3.2 Additionally, if the monthly recurring charge (MRC) or non-recurring installation charge (NRC) must be increased, such increase(s) may only be agreed upon mutually in writing by the Parties in a contract modification, execution of which will not be unreasonably withheld or delayed. If additional Special Construction costs apply, Supplier will request Subscriber and Authorized User confirmation of its agreement to pay such costs. If Subscriber fails to provide such confirmation within 15 business days, the Order for services at that specific Authorized User Site will be deemed cancelled.

2.3.3 If Supplier is incurring charges from the third-party provider but completion of the service installation cannot occur due to Authorized User delay, inaction, or failure to perform Authorized User's obligations, Supplier may begin billing Authorized User for EAS as set forth in the Contract.

2.3.4 Reserved.

2.3.5 Stated speeds for access may not be achieved. Actual speeds may vary and are not guaranteed. Effective throughput may be affected by several factors including physical layer line issues, overhead from encryption of network traffic, congestion within the public Internet, congestion within the underlying third-party access network, TCP window fragmentation, application performance, server loads, or performance and latency from inefficient routing paths within the Internet.

2.3.6 Unless otherwise set forth in the Contract, Supplier provides no indemnities, representations, or warranties related to the third party provided access.

2.4 Modification or Termination of Services by Supplier. Unless otherwise set forth in the Contract, Supplier reserves the right to modify any features or functionalities of EAS upon written notice to Authorized User and Subscriber. If Authorized User desires to migrate a current EAS Service(s) to a new or different Supplier telecommunications Service(s) that Authorized User and Supplier agree would meet Authorized User's needs more efficiently than Authorized User's existing Service(s), Supplier will, upon Authorized User's request, amend this Agreement to include such new telecommunications Service(s). If such modification materially affects the features or functionality of EAS, Authorized User may cancel the affected EAS without termination liability. To cancel, Customer must notify Lumen in writing.

3. Customer Responsibilities.

3.1 Charges. EAS charges will be set forth in Exhibit A, Service Fees and may consist of: (a) NRC, (b) MRC for each Service element at each applicable location, (c) usage, and (d) any additional charges referenced in the Order, including extended Ethernet demarcation points, change management, or expedite charges.

3.2 Authorized User is responsible for providing design specifications. Subscriber is solely responsible for all equipment and other facilities used in connection with EAS which are not provided by Supplier. Authorized User will ensure Supplier and its representatives or third-party providers have access to Authorized User sites including end user's locations (collectively "Authorized User Site(s)") for the installation, maintenance, and removal of equipment and Services as scheduled, including obtaining all landlord approvals or letters of agency. Subscriber is responsible for providing a safe and secure environment for the equipment and will be responsible for loss or damage to equipment at Authorized User Sites not caused by Supplier. If Authorized User disconnects EAS, Subscriber is required to return the modem or Wireless Device per instructions and using shipping materials provided by Supplier. If Subscriber fails to return the modem or Wireless Device within 30 calendar days of disconnecting Service and receiving return instructions and shipping materials, they will be subject to any fees charged to Supplier by the third-party provider as set forth in Exhibit A.

Authorized User will not move, alter, or affix any additions or attachments to the modem or Wireless Device, except as approved by Supplier in writing. Authorized User also will not remove the SIM card from the Wireless Device. Authorized User will timely perform all inside wiring, outside plant work, cabling, openings, connections, and/or building alterations and provide standard AC power to enable delivery of the Service and modem or Wireless Device. Subscriber is responsible for assisting Supplier in trouble shooting. Authorized User may not resell the Services and may use the Services only within Authorized User Sites.

3.3 No Wireless or Broadband Carrier Relationship. AUTHORIZED USER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS OR BROADBAND SERVICE PROVIDER ("CARRIER") OR ITS AFFILIATES OR CONTRACTORS AND THAT AUTHORIZED USER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SUPPLIER AND THE UNDERLYING CARRIER. IN ADDITION, AND SUBJECT TO CONTRACT #VA-151028-CTL IF SAID SO OTHERWISE, AUTHORIZED USER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO AUTHORIZED USER.

3.4 Reserved.

3.5 Customer's Security Policies. Subscriber acknowledges that Subscriber maintains overall responsibility for maintaining the security of Subscriber's network and computer systems. CenturyLink makes no guaranty that EAS will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. SUPPLIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES WILL RENDER SUBSCRIBER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. SUPPLIER MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED.

3.6 Subscriber Network. Subscriber acknowledges that all of Subscriber's premise network infrastructure and equipment (including, but not limited to, routers, switches, firewalls, servers, and personal computers) not provided by Supplier ("Subscriber Network") is Subscriber's sole responsibility. Supplier shall provide Subscribers with guidelines for Subscriber Network's minimum system requirements, compatibility, and other information necessary to use EAS.

4. Additional Service Limitations and Disclaimers.

4.1 Upon prior notice, Supplier may suspend or terminate existing Service instances or deny activation to new Service instances if Subscriber uses Service: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the network used, operations or customers. Customer acknowledges it may not use Service for any medical or emergency purpose including, but not limited to, remote medical monitoring.

VA-151028-CTL Mod#3 EBAS Pricing

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By:	Bruce Doub (bruce.doub@lumen.com)
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