

**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE  
A G R E E M E N T**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, a Limited Liability Company registered to do business in Colorado, whose address is 1801 California St, Suite 900, Denver, Colorado (“Contractor”), jointly “the parties.”

**1. SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED:**

**A.** Contractor, under the general direction of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”) agrees to provide the equipment and software (the “Products”) listed on **Attachment 4**, and perform the technology related services and provide the support and maintenance services (“Services”) described in **Attachment 1** (the “Statement of Work” or “SOW”).

**B.** As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the deliverables in accordance with the terms and conditions of the Agreement.

**C.** The Contractor is ready, willing, and able to provide the Services required by this Agreement.

**D.** The Contractor shall faithfully provide the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**2. GRANT OF LICENSE; RESTRICTIONS:**

**A.** Contractor hereby grants to City a perpetual, irrevocable, non-exclusive right and license to: (a) install, display, perform, and use the software; and (b) use all intellectual property rights necessary to use the software as authorized in subparagraph (a).

**B.** Title to and ownership of the software will remain with Contractor. City will not reverse engineer or reverse compile any part of the software provided as part of the Services without Contractor's prior written consent. City will not remove, obscure or deface any proprietary notice or legend contained in the software or documentation without Contractor's prior written consent.

**3. DELIVERY AND ACCEPTANCE OF THE SERVICES:**

A. Contractor shall deliver the Services and perform the Services in accordance with the SOW. Contractor will pack, mark, label, document and deliver all Services in accordance with the City's instructions and accepted industry standards.

B. Upon installation and configuration of the Services, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW. If the Services does not conform, the City will so notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Services contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Services, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the rejected product.

C. If the City is not satisfied with the Contractor's performance of the Services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the Services within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the Services in its sole discretion. In the event that City finally rejects any Services, Contractor will refund to City all fees paid by City with respect to such Services.

4. **TERM:** The term of the Agreement is from July 1, 2014 through June 30, 2019.

5. **COMPENSATION AND PAYMENT:**

A. **Fee:** The fee for the Services described in the SOW and Attachments shall not exceed \$1,900,000.00 (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with the Payment Milestones in the SOW.

B. **Reimbursement Expenses:** The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

C. **Invoicing:** Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

D. **Maximum Contract Liability:**

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION NINE HUNDRED THOUSAND DOLLARS** (\$1,900,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services

performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**6. CITY'S RESPONSIBILITIES:**

(a) City will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between Contractor and City. Risk of loss and damage to Product(s) passes to City upon delivery of Product(s) to City at site.

(b) City agrees to grant reasonable right of entry to Contractor's representatives to deliver the Product(s) or perform all Services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.

(c) City is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in **Attachment 4**. City agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at [www.nena.org](http://www.nena.org)

(d) Product(s) delivered to City will be available at site on the installation date. The estimated installation begins and complete dates are identified in **Attachment 1** to this Agreement.

**7. HEALTH AND SAFETY COMPLIANCE:** Contractor and City will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's ("OSHA") rules and regulations. To the best of the City's knowledge, the premise in any areas where Contractor will be working does not contain asbestos or such existence has been mitigated. In the event City will not certify an asbestos free environment or asbestos is discovered in the Contractor work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. City understands and agrees this Agreement does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. City understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and City agrees to pay the additional amounts. City's non-compliance with this provision will be considered as Customer's default under this Agreement.

**8. CITY'S ACCEPTANCE OF PRODUCTS.** CONTRACTOR AND CITY MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CONTRACTOR'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CITY MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCTS LISTED IN **ATTACHMENT 4** THAT ARE UNACCEPTABLE. IF CITY DOES NOT NOTIFY CONTRACTOR WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CONTRACTOR IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CONTRACTOR RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CITY. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CONTRACTOR E911 CALL CENTER AT 1-800-357-0911.

**9. ADDS; CHANGES:.** Any changes to a Product order or installation request and any additional Product orders or installation requests must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to Contractor. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

**10. RIGHT TO SUBCONTRACT:.** It is specifically agreed that Contractor may subcontract all or any portion of the work without the prior written consent of City. Contractor will remain responsible for the work of any subcontractor.

**11. HIPAA.** Contractor does not require or intend to access City data in its performance hereunder, including but not limited to any confidential health related information of City 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"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is 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). As such, if City is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, Contractor and City agree that Contractor is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

**12. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the

Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**13. TERMINATION:**

A. The City has the right to terminate the Agreement at any time on thirty (30) days' written notice if Contractor is in breach or default of the Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach or if the underlying project or activity is canceled; provided, however that if the termination is for cancellation for convenience, the City will be liable to Contractor for all costs for labor incurred through termination and for all equipment delivered to City. Contractor may terminate this Agreement upon ten (10) days prior written notice if the City breaches this Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

**14. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. Such examination will be performed at the Denver, Colorado offices of Contractor, upon reasonable prior written notice, during regular business hours, unless the parties agree to other hours. Such examination will be at the City's expense, but will not include any expenses of Contractor in making such records available or any other charges based upon the examination by the City.

**15. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more

covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

**16. INSURANCE:**

**A. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any material reduction in coverage, causing Contractor to be in breach of requirements herein, to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor may not commence Services relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that a memorandum of insurance available at [www.centurylink.com/moi](http://www.centurylink.com/moi) complies with all insurance requirements of this Agreement. The City’s acceptance of a memorandum of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement.

**C. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For all coverages required under this Agreement, Contractor’s insurer shall waive subrogation rights against the City, for losses caused by and to the extent of Contractor’s negligence.

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing Services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor or coverages appropriate for the type of Services that the subcontractors and subconsultants are providing. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing Services under this Agreement

**I. Technology Errors & Omissions with Cyber-Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**J. Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

- (b) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any Services were provided to the City, whichever is earlier
  - (ii) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**17. WARRANTY; DISCLAIMER OF WARRANTIES:**

(a) THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO MAINTENANCE SERVICES RENDERED UNDER THIS AGREEMENT.

(b) WARRANTY FOR PRODUCT(S) SOLD AND INSTALLED BY CONTRACTOR WILL BEGIN ON THE DATE OF INSTALLATION AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, CONTRACTOR WILL PROVIDE SERVICES TO KEEP PRODUCT(S) LISTED IN **ATTACHMENT 4** IN GOOD WORKING ORDER AND TO HELP ENSURE THAT PRODUCT(S) CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT. SEPARATE CHARGES FOR CONTRACTOR LABOR ACTIVITY RELATED TO WARRANTY CALLS DURING THE WARRANTY PERIOD ARE SHOWN IN **ATTACHMENT 2**.

(c) WARRANTY FOR SOFTWARE AND PRODUCT(S) SOLD BUT NOT INSTALLED BY CONTRACTOR WILL BEGIN ON THE DATE OF DELIVERY OF THE SOFTWARE AND PRODUCT(S) TO CITY AND WILL CONTINUE FOR 90 DAYS. DURING THIS WARRANTY PERIOD, CONTRACTOR WILL REPAIR OR REPLACE SOFTWARE AND PRODUCT(S) LISTED IN **ATTACHMENT 4** THAT CONTRACTOR FINDS TO BE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP.

(d) IF THE PRODUCT(S) FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CITY OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF CONTRACTOR), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CITY INTERFACES OF PERIPHERAL EQUIPMENT, THEN CITY WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CITY SO ELECTS TO REPAIR OR REPLACE SAID ITEMS.



**18. EXCLUSIONS TO WARRANTIES:**

(a) THE WARRANTIES PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING SERVICES:

- i. FURNISHING SUPPLIES THAT ARE NOT PART OF THE PRODUCT(S) OR FURNISHING MATERIAL THEREFOR;
- ii. ELECTRICAL WORK EXTERNAL TO PRODUCT(S) SOLD UNDER THIS AGREEMENT;
- iii. WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE UNLESS INDICATED IN **ATTACHMENT 1** TO THIS AGREEMENT;
- iv. EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY CONTRACTOR EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY CONTRACTOR.

B. CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

C. WARRANTY DOES NOT COVER PRODUCT(S) AFFECTED BY OPERATOR ERROR, MISUSE OF PRODUCT(S) OR FORCE MAJEURE EVENTS.

D. WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY ("UPS") ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT.

**19. LICENSE.** One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (Contractor's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (the City), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a Software License Agreement or Software Sub-License Agreement by City and/or Contractor, such license, a form of which is found at **Attachment 3**, must be executed by City as required, and will become a part of this Agreement by reference.

As part of the third party Software License Agreement the City may at any time during the term of this Agreement require that the Contractor or creator ("Licensor") add the City as a beneficiary to the Licensor's multi-user source code escrow agreement ("Escrow Agreement") the Licensor has in place for the Software. The following events automatically will give City the right to cause the release of the applicable source code from the escrow agent, upon

presentation of this Agreement to the escrow agent, provided in all events that the Licensor has not made suitable alternate arrangements for the continued supply of maintenance of the Software: (1) a petition in bankruptcy, or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within 30 days of its filing; (2) a cessation of normal business operations by the Licensor during the term of the agreement; or (3) a failure or refusal by the Licensor to provide the Software maintenance and support services required of it under its program license agreement with the City, which failure has been preceded by a notice in writing to the Licensor that its continued default would cause the Licensee to invoke its rights under this agreement fifteen (15) days after the date of said notice.

## **20. DEFENSE AND INDEMNIFICATION:**

**A. General Indemnification.** Contractor will defend, indemnify and hold harmless the City, its officers, agents and employees from and against third party claims, demands, suits, actions or proceedings for workers' compensation, damages to property, personal injury or death of any person or persons, including property and employees or agents of the City, resulting from Contractor's negligent acts or omission or willful misconduct relating to its performance under this Agreement. Contractor's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph will not apply to the extent liability or damages are proximately caused by the negligence of the City's officers, agents and employees. The City will promptly notify Contractor in writing of any claim covered by this section as soon as it knows of such a claim. Contractor will be entitled to take control of the defense and investigation of the claim at its own expense, and to use the attorneys of its choice. The City will cooperate in all reasonable respects with Contractor and its attorneys in the defense of such claims and may reasonably participate at its own expense through its attorneys or otherwise, in such defense.

**B.** Contractor may provide information relative to equipment operation and features, however, City is solely responsible for the security of its own equipment and services. Contractor and its affiliates and subcontractors are not responsible for damages relating to unauthorized charges, unauthorized access, or other misuse of City's equipment or services.

**C.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**D.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**E. Intellectual Property Indemnification.** Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and

awarded damages) arising out of a third-party claim that the Services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. For Products provided under this Agreement, Contractor will pass through to City the infringement and misappropriation rights that Contractor obtains from the manufacturer. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Services, or (iv) modify or replace the infringing Services so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Contractor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the Services) of the Services license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Services. Contractor's obligations will not apply to any liability or damages to the extent resulting from the negligence of the City, its officers, agents, and employees. Contractor's obligations are expressly conditioned upon the following: the infringement claim does not arise from modifications made by a party other than Contractor, or from incorrect use of or combinations of Products or Services provided by Contractor with products or services provided City by others or transmission of City-supplied content, data, or other information that gives rise to the claim. Notwithstanding anything contained in this section, in no event will Contractor be liable to City for costs of cover on a claim for infringement. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION AND LIABILITY OF CONTRACTOR, AS TO ANY CLAIMS OF INFRINGEMENT IN CONNECTION WITH ANY PRODUCT OR SERVICE PROVIDED HEREUNDER.

**21. LIMITATION OF LIABILITY:**

- (a) OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CITY. CONTRACTOR'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CONTRACTOR TO CITY WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CONTRACTOR OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CITY. CONTRACTOR'S OBLIGATIONS EXTEND SOLELY TO CITY.
- (b) EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, COST OF COVER OR LOSS OF PROFIT. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS AND

CONTRACTOR'S OBLIGATION TO PASS THROUGH A MANUFACTURER'S OR SUPPLIER'S INTELLECTUAL PROPERTY INDEMNIFICATION, CONTRACTOR'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS.

(b)

**22. COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

**23. TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115. The City shall not be liable for any Taxes. Taxes shall mean any foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) for which the City has provided Contractor with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. City acknowledges that Services and Products may be subject to other fees and surcharges now or in the future imposed by a governmental entity (whether such fees and surcharges are assessed by a governmental authority directly upon CenturyLink or the City) that may be 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 the Customer ("Fees and Surcharges"). These Fees and Surcharges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

**24. ASSIGNMENT; SUBCONTRACTING:** Except as otherwise provided for in the Agreement, neither party will voluntarily or involuntarily assign any of its rights or obligations under this Agreement without written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the written consent of the City: (a) to an affiliate of Contractor; (b) if necessary to satisfy the rules, regulations and/or orders of any deferral, state or local government agency or body; or (c) to any successor in interest to Contractor who is a nationally recognized telecommunications provider or regional bell operation company. City may not assign to a reseller or a telecommunications carrier under any circumstances.

**25. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving Services or benefits pursuant to the Agreement is an incidental beneficiary only.

**26. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual

matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**27. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**28. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**29. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the Services described in the Agreement. The Contractor shall not hire, or contract for Services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**30. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at 1801 California St, Denver Colorado, 80202, and if to the City at:

Chief Information Officer or Designee  
201 West Colfax Avenue, Dept. 301  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**31. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

**32. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

**33. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

**35. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure

pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B. Use and protection of Proprietary Data or Confidential Information:**

(i) Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(ii) Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Contractor has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**C. Employees and Sub-Contractor:** Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**D. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

**E. Contractor’s Information:** The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in the End User License Agreement, provided, however, that The City understands and agrees that the Contractor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Contractor Confidential Information”) constitute the valuable properties and trade secrets of Contractor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Contractor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Contractor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**36. LEGAL AUTHORITY:** Each party assures and guaranteed the other that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of each party, do hereby warrant and guarantee that he/she has been fully authorized by a party to execute the Agreement on behalf of such party and to validly and legally bind such party to all the terms, performances and provisions of the Agreement. Each party shall have the right, at its option, to either temporarily suspend or permanently terminate the



Agreement if there is a dispute as to the legal authority of either party or the person signing the Agreement to enter into the Agreement.

**37. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**38. ORDER OF PRECEDENCE:** In the event of a conflict between the terms of this Agreement, any order that is a detailed SOW, and any other Order, the documents will control in the following descending order of precedence: Agreement, SOW, then Order.

**39. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**40. INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

**41. TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**42. FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

**43. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

**44. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

**45. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**47. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to Services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to Services performed under the Agreement will be limited to Services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**ATTACHMENTS**

**1- SCOPE OF WORK AND SERVICE FEES**

**2-AIRBUS DS SERVICES DESCRIPTION**

**3-AIRBUS DS END USER LICENSE AGREEMENT (EULA)**

**4-PRODUCT FEES**

**5- PAYMENT SUMMARY AND FEES**

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**ATTACHMENT 1  
STATEMENT OF WORK**



**E911 SCOPE OF WORK**

**DENVER CITY AND COUNTY E911 COMMUNICATIONS**

**PROVIDED BY CENTURYLINK COMMUNICATIONS  
RFP 7040**

**Upgrade 911 Emergency Telephony Platforms**

**Date: July 11, 2014**

Document Owner  
Name: Bob Palmer  
Title: Sales Engineer  
CenturyLink Communications  
Phone Number: 303.992.5563

## **Purpose of this Document**

Qwest Communications Company, LLC d/b/a CenturyLink QCC (“CenturyLink”) deems this Scope of Work (SOW) to be a mutual agreement by CenturyLink and the Customer as to installation work agreed upon. This document should be considered a working document and will be modified as additional details are determined. The purpose is to outline what is included with the sale concerning equipment, labor, and installation work. Any work or feature that goes beyond what is listed in this SOW is subject to change order(s) and additional charges to the Customer. Out-of-scope or last-minute items may jeopardize the installation timeline.

CenturyLink will not provide warranty, installation, or configuration support to pre-existing or non-CenturyLink-provided equipment, wiring, or connectors, unless expressly included and specifically listed in the quote and contract. CenturyLink and manufacturer warranties may not cover situations caused by customer failure to comply with this Scope of Work

This Scope of Work is not intended to supersede the Sales / Installation / Maintenance Agreement and in the event of a discrepancy the terms of the Sales / Installation / Maintenance agreement will govern.

The Project Payment schedule will be the same as the final signed agreement.

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**SECTION A:**

**CHANGE CONTROL SUMMARY**

Version	Date	Note
ORG	4/10/2013	Proposed SOW – Requires Approval
	7/3/2013	Made changes as disused in the June 10 <sup>th</sup> meeting at 950 Josephine
	4/25/2014	Updated to reflect changes to system type from VESTA Meridian to VESTA 4.2 Geo-Diverse system.
	5/5/14	Updated to add Milestone and Acceptance
	7/11/2014	Updated to add the new IP Telephone count

**SECTION B:**

**SITE INFORMATION**

**B.1 Address**

PSAP Name	Denver Communications Center
PSAP Address	950 Josephine and 303 W Colfax (ROC) Denver, CO
PSAP Telephone	

**B.2**

**B.3 Customer Contacts**

Name	Title	Tel / Cell	E-mail
Carl Simpson	Director	T: 720-913-2025 C:	carl.simpson@ci.denver.co.us
Perry Rios	IT Project Manager	T: 303.598.3918 C:	<a href="mailto:perry.rios@denvergov.org">perry.rios@denvergov.org</a>
Jeff Vanderhoof	Technology Services	T: (720) 913-4872 C:	Jeff.Vanderhoof@denvergov.org
David Garcia		T: 720-913-2017 C:	david.garcia@denvergov.org
Shelly Lesnansky		T: 720.913.2000 C:	Shelly.Lesnansky@denvergov.org
		T: C:	
		T: C:	
		T: C:	

**SECTION C: CURRENT ENVIRONMENT**

**C.1 Existing Service**

## *Scope of Work*

The current Josephine E911 telephony platform is a Cassidian VESTA M1 with a Nortel CS1000M running ACD with Symposium Call Center and CallPilot Voice Mail platform. VESTA 911 system is interfaced through serial interface from the CTI adapter on Nortel 2216 phone sets. Colfax location is VESTA M1 interfaced with a Nortel Option11C using basic ACD for call presentation

### **C.2 Lines and Trunks**

The 911 trunks are delivered over analog circuits that terminate on the CS1000M at both locations

Admin lines provided on PRI and Analog circuits with Ring Downs and DID's at both locations

### **C.3 Workstations**

The current Josephine system has a total of 44 call taking positions including Police, Fire, EMS and training positions.

The current ROC system has 16 call taker positions including Police, Fire, and EMS.

The Josephine location will be adding 2 workstations. The ROC location will be adding 4 additional workstations.

Current and future Servers and call taker positions will be Dell servers and PC provided by Denver City and County.

## **SECTION D: PROJECT OVERVIEW**

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### **D.1 General**

**This project will replace the existing Cassidian VESTA M1 E911 system and Avaya Nortel to a VESTA CS 911 system with a new Cassidian VESTA 4 Geo-Diverse system consisting of two host systems, Host A system will be located at the current Josephine location and Host B will be located at the ROC Colfax location. Both host locations require a Wide Area Network (WAN) connection between each location for inter-host communication. This WAN network will be supplied by Denver City and County to include WAN routers or switches. The WAN must meet the Cassidian VESTA 4 requirements provided in the Cassidian Networking guide.**

**The VESTA 4 system installation will consist of a parallel installation where Denver City and County provided cabling is available. This will limit the communications center down time.**

**Denver City and County will provide all the Environmental, Power, Wiring/Cable, and Cabinets/Racks for the install of the VESTA 4 equipment,**

CenturyLink will turn down the current Cassidian VESTA Meridian and AVAYA PBX systems. CenturyLink will disconnect the cables from the Avaya system. CenturyLink will not move, store or disassemble the cabinets, shelves or power components of the system. CenturyLink will be glad to assist in the removal of the equipment at the current time and material rate as an additional charge.

### **D.2 Major Components**

**The major components of the system that will be installed include the following:**

#### **Cassidian VESTA 4 GEO-Diverse system**

- **Denver City and County to provide all the Dell Servers and PC workstation, Maintenance PC, over head displays for Activity View (takes the place of current reader boards) to meet the Cassidian system specification.**



## *Scope of Work*

- **VESTA 4 system servers, 1 DDS/MDS at Josephine, and 1 DDS/MDS at ROC supplied by Denver.**
- **1 Key West MIS server at Josephine supplied by Denver**
- **1 Maintenance PC at Josephine, 1 Maintenance PC at ROC Denver supplied**
- **3 Activity View PC at Josephine, 1 for ROC Denver supplied**
- **46 workstations at Josephine, 20 Workstations at the ROC.**
- **Cassidian system specific hardware.**
- **Cassidian system specific routers and switches. Not for WAN connectivity**
- IP telephones, 10 for PD dispatchers, 1 Supv pod, 1 Mgr office, 1 Supv office, 1 Fire, 1 Trainer, 4 Centennial Rm, 3 spares = 22 total Josephine with 1 Add-on module each. 8 PD dispatchers, 1 conf Rm = 9 total ROC with 1 Add-on module each. None will be used for 911 calls, none will have Voice mail.
- **Training**

## Process

1. Denver will purchase the Dell servers and workstations, send them to Cassidian for final system software installation, configuration and testing. Cassidian will then ship all the equipment to Denver prior to start of installation. All shipping to and from Cassidian location in Temecula California will be at Denver City and County expense.
2. Denver wants to remain in full operation at Josephine on the current 911 system during the install/upgrade of the systems. In an effort to mitigate down time the upgrade will be installed in parallel to allow call taking activity to continue in a normal manner where cable is available.
3. CenturyLink and Cassidian will install VESTA servers in customer provided space/racks to be determined during final system configuration meetings between CenturyLink and Denver. There are many database configurations, Call queue, Routing configurations to be finalized during these meetings to insure the smoothest possible migration.
4. CenturyLink will install the new Denver provided call taker positions and connect to Denver provided jacks and cable.
5. CenturyLink will move the existing Cassidian call answering PC and install the Denver City and County provided workstation equipment test, and put in to service. This can be done by individual workstation or a group of workstations.
6. After successful testing and system verification Denver will have the option of moving to the backup center or utilizing the training room for call taking operations while the 911 circuits are moved to the new system at Josephine.
7. After successful test at Josephine call taker can move back to Josephine and resume normal operation.

## Escalation Process

### **CenturyLink E911 Network Repair Center Number**

E911 Network Services **800-357-0911**

**Our customers should contact the CenturyLink E911 center to report any network problems. If you have not been contacted within an appropriate timeframe, your CenturyLink management escalation contacts are listed below**

#### *D.3 Escalation Contacts*

#### **Request On-Duty Manager for the E911 Center**

*Page 7*

## *Scope of Work*

### **CenturyLink Account Team**

Wes Horn Account Manager 303.992.5571 Cell 303.883.8900  
Roy Man Service manager 303.992.5554 Cell 303.946.7682  
Bob Palmer System Engineer 303.992.5563 Cell: 720.333.1851

### **Roles and Responsibilities**

- **The CenturyLink Account manager manages the relationship between CenturyLink Cassidian and Denver City and County, manages contracts, legal, and final pricing.**
- **CenturyLink Service Manager manages the service activities and escalations after cutover of the system and is the single point of contact for System and Network services.**
- **System Engineer provides configuration, pricing, changes orders, technical, and operations support to the account manager, operations, and service manager.**

**Others roles and responsibilities will be further defined in final configuration and project planning meetings.**

### **Installation and Cutover**

**In general the installation can start between 120 and 190 days from receipt of a valid contract and purchase order. Plus any time required for Denver to purchase and ship the Dell server and workstation for the staging process. The start of the installation is subject to Denver City and County E911 center operation schedule, CenturyLink, Cassidian, personnel availability.**

**Time frame and activities will be refined during the final configuration and project meetings.**

### **Contingency Plan**

**The goal will be to maintain the current system in a standby mode for a period of time after cutover to assure the new system is operating in accord with the manufacturer specifications. If required The 911 and Admin trunks can be moved back the old system and can be brought back on line.**

**Further plans will be defined in final configuration and project planning meetings**

## **SECTION E: PROJECT TEAM**

---

TBD	Project Manager, CenturyLink	T: C:	
Wes Horn	Account Manager, CenturyLink	T: 303.992.5571 C: 303.889.8900	Wes.horn@centurylink.com
Bob Palmer	Sales Engineer, CenturyLink	T: 303.992.5563 C: 720.333.1851	Robert.Palmer@centurylink.com
Richard Rosenbaum	Lead 911 Technician, CenturyLink	T: 303 257 0689 C:	Richard.rosenbaum@centurylink.com
TBD	911 Technician, CenturyLink	T: C:	
Chris Brown	911 Supervisor Network OPS, CenturyLink	T: 303 255 6102 C:	Chris.brown2@centurylink.com
Gretchen Rob	Supervisor Network OPS, CenturyLink	T: 303 992 5514 C:	Gretchen.rob@centurylink.com
Terrence Tekip	Lead CPE Technician, CenturyLink	T: 303) 754-2848 C:	Terrence.Tekip@qwest.com
Donna Kinney	CPE Database Engineer CenturyLink	T: (303) 754-2881 C:	Donna.kinney@centurylink.com

*Scope of Work*

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**SECTION F: PROJECT SCHEDULE and PAYMENT MILESTONE**

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In general the installation can start between 120 and 190 days from receipt of a valid contract and purchase order. Time frame of the start of the installation is subject to Denver City and County E911 center operation schedule, CenturyLink, Cassidian, personnel availability.

Preliminary schedule has been provided by Cassidian. Time frame and activities will be refined during the final configuration and project meetings.

**Payment Milestone**

**Product Payment Schedule:**

- **Contract Signing 20% Product and Installation**
- **Equipment Delivery 50% Product and Installation**
- **Date of Acceptance 30% Product and Installation plus one year CenturyLink Warranty, and one year Cassidian Software Support**

**SECTION G: SHIPPING AND WAREHOUSING**

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**G.1 CenturyLink Order Numbers:**

- TBD

The VESTA equipment will be received for staging at:

**CenturyLink CPE Staging Center  
11780 E 53rd Ave Dock Door 5  
Denver, CO 80239**

The Dell equipment will be shipped directly to Denver City and County to a location to be specified by Denver City and County.

The CenturyLink Project Manger will contact the CenturyLink Denver warehouse to have the VESTA material shipped as specified below:

**TBD**

CenturyLink technicians will be responsible for conducting a physical inventory from the bill of materials equipment listing provided by the CenturyLink project manager for the VESTA 4 equipment. Any discrepancies will be reported to the CenturyLink project manager.

Denver will be responsible for the purchase, shipping and receiving of the Denver provided Dell equipment. The Denver equipment will be shipped to Cassidian at their Temecula California offices for certification, Software installation, and configuration. Cassidian will then ship the equipment directly back to Denver at their specified address. The Denver provided equipment will not be shipped to the CenturyLink Warehouse.

CenturyLink project manager will coordinate with Denver City and County project manager to make arrangements to ship equipment to customer location.

## **SECTION H: CPE INSTALLATION**

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### **H.1 *Building Access***

Customer will provide access to all location for site survey, planning, pre and post installation and maintenance activities. This access will be during normal business hours Monday to Friday excluding Denver, CenturyLink and Cassidian holidays. After hours work may be required and the customer is expected to make all reasonable efforts to be access

### **H.2**

### **H.3 *IP and Domain Naming Scheme***

The current IP and Domain naming scheme will be retained where ever possible. The (dot) .10 subnet is available and preferred by Denver with the last Octet remaining the same for both Josephine and ROC. 10.137.10.xxxx.

### **H.4 *Power Requirements***

#### ***Backrooms/front room***

- Customer Building UPS will be utilized for all system power in front and backrooms.
- Power requirements: Backroom controller, servers and gateway equipment require two (2) dedicated isolated ground 120Vac 20amp 5-20 duplex outlets or two cabinet/rack power bar on separate marked breakers.
- Power requirements for the call answering work station/positions: 120Vac 15amp 5-15 with a minimum of 4 outlets per workstation position. Fused/breaker surge protected power strips are acceptable
- Equipment room environments: Temperature 60 to 80 degrees Fahrenheit, Humidity of 40 to 60%.
- BTU's 1291.21

### **H.5**

### **H.6 *Cabling***

Customer to provide CAT 5E or 6 cabling, blocks, patch panels and patch cords to support a parallel system installation from equipment rooms to Workstation locations.

***Dispatch Floor*** – Each existing console has (3) CAT5E drops with at least one drop available for new Cassidian telephones. All existing cables should be terminated on patch panels in rack/cabinet located in equipment room.

- Each new VESTA workstation location will require (3) CAT5E/6 drops
- Additional charges will apply to replace any drop that fails performance testing.

### **H.7 *Telecom Room Patch Panels***

- Customer to provide patch panels as required
- Customer will rearrange existing patch panels and existing equipment in centers data cabinets to make room for new patch panels and Cisco switches.

#### ***ALI Circuits***

- Existing (4) ALI circuits will be reused

#### **Peripherals**

## *Scope of Work*

### *Printers*

- Existing printers will be reused.

### **H.8 Administrative Telephone System**

CenturyLink will connect to Administration telephone system via T-1/PRI trunking. Currently the VESTA Meridian connects to the Denver City and County network using the Nortel MCDN network signaling. The two PRI circuits between Josephine and Cherokee and between the ROC and Bannock will need to be reprogrammed to standard PRI QSIG. This work will be done on a Move Add Change (MAC) and any cost associated with this activity is additional. It is CenturyLink understanding that the Admin telephones supported by the AVAYA (Meridian) system will be migrated to the CISCO before the new 911 system is placed in to service.

### **CenturyLink Network Services**

#### *911 Lines*

- No changes will be made to 911 trunks groups
- CenturyLink will move the existing T1 circuits to the new VESTA 4 at system activation
- Existing 911 training trunk will be used for testing and training.

#### *Administrative and Ring down Lines*

- PRI ISDN circuits for administrative lines will be moved to the new system during after hours for test then moved back.
- All ring down lines will be tested in the same manner

### **H.9 Training**

#### *VESTA 4 911*

- CenturyLink has included Train the trainer training for Denver personnel
- Call Taker training will be conducted by Denver training group.
- CenturyLink has included two Administration, Key West MIS, Activity View training classes and SIP IP Telephone class.
- CenturyLink has included one Installation and maintenance class at the Cassidian training facility for one Denver technical personnel. Travel and Per Diem cost are not included and the responsibility of Denver.

### **H.10**

#### **H.11 *Equipment Installation Services Customer Responsibilities***

- Denver will allow CenturyLink reasonable access to each workstation for extended periods.
- Denver will provide a secure room to temporarily store, un-box, and stage all equipment.
- Denver will provide a disposal facility on site for the disposal of all equipment packaging.
- Denver will provide a location for technicians to place all old equipment.
- The current equipment belongs to customer and will not be removed from site by CenturyLink technicians.
- VPN access for Remote Monitoring and Maintenance must be provided at customer expense. Current access can be reused.
- Isolated ground bar is required in the equipment room. Installed by others. Current ground bar is acceptable.

## *Scope of Work*

- Denver must provide all electrical requirements at their expense. A second rack power bar is required in the new 911 equipment rack row 1 rack 5.
- Denver will be responsible to provide power distribution when required; this will include power strips, protection and miscellaneous equipment not listed in this proposal.
- Additional Testing & Training circuits will be at the customer's expense. Circuit requirements will be determined based on the manner of cutover and facility locations. No additional circuit requirements identified at this time
- Denver is responsible for providing space in data cabinets for new patch panels and access switches.
- Denver to provide all, patch panels, patch cords, jacks and cabling from the equipment room to workstations, PC, and ACD displays.
- Denver will provide all of the Servers, Workstations, Activity View PC, Maintenance terminals and ACD Displays/monitors with any additional equipment required to connect the display/monitor to the Activity View PC.
- Denver to specify a date for migration of VESTA data from old system to new. Any changes to the VESTA database after this date will not be reflected in the new system (database change freeze).

### **H.12** *Equipment Installation Services CenturyLink Responsibilities*

- CenturyLink receives, and inventory the equipment from the Cassidian at our Denver facility, coordinates equipment delivery to customer location and assures a CenturyLink representative will be at the customer location to inventory and assist in moving the equipment into the facility. Once the equipment is delivered to the facility the security and equipment responsibility pass to the customer.
- CenturyLink places, installs back room 911-controller, gateways and servers, front room equipment call taker workstations and peripherals provided by CenturyLink as required.
- CenturyLink will install the new equipment in the training room.
- CenturyLink will install and test the 911 emergency trunks, emergency 10 digit, ring downs, and non-emergency administration lines.
- CenturyLink will assist the customer and 3<sup>rd</sup> party vendor in connecting headset sharing, logging recorder, and CAD if required. CenturyLink will not make the physical connection to, modify or adjust any 3<sup>rd</sup> party equipment not sold and provide by CenturyLink.
- CenturyLink and Cassidian will complete the final configuration changes and test the system
- CenturyLink will participate with the Cassidian and Denver in final system testing and verification/Acceptance checklist. Customer must be available for this testing and sign the document.
- CenturyLink and Cassidian will provide two days of post cut coverage.
- CenturyLink will assist the customer in disconnecting the old equipment if requested and the equipment was installed or serviced by CenturyLink.

## *Scope of Work*

CenturyLink will not be responsible for moving, relocating, transporting or storing the equipment.

### **H.13** *Equipment Installation Services Assumptions*

- Installation Services will be performed during normal business hours. Some afterhour's access may be required.
- All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary
- Pricing assumes all conduits, sleeves, under floor duct, and sleeves to be provided and installed by others, unless otherwise noted.
- Pricing includes labor for connection Denver long term voice recorder.
- Pricing includes labor for VESTA 4 CAD output to Denver CAD system.

## **SECTION I: NETWORK**

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- Denver to provide a layer two (2) WAN network between the Josephine and ROC equipment room locations. The bandwidth requirement is 67.9Mbps with QoS. WAN switches and routers to be provided by Denver.

### **SECTION 10.0 ACCEPTANCE, TEST & MAINTENANCE**

**Standard acceptance document provide separately See Customer Acceptance Form at end of this SOW:**

Denver must notify CenturyLink in writing and specify any portions of the Product(s) that are unacceptable. If Customer does not notify CenturyLink within 10 business days from the installation date or delivery date, whichever is applicable, Product(s) will be deemed accepted. Any Product installed by CenturyLink is considered acceptable if it is installed and operates materially in accordance with the manufacturer's specifications.

CenturyLink reserves the right to correct any portion of a Product that has been rejected by Customer. Any portion of a Product that has not been rejected by Customer and is functionally divisible may be invoiced separately. Moves and changes are considered accepted when the described work is materially completed. Any portion of a Product that is found to be unacceptable after the 10-day acceptance period may be reported to the CenturyLink E911 Call Center at 1-800-357-0911.

Project Manager and Service manager will work with Denver to complete Customer Acceptance Form and complete Punch List.

The final acceptance and maintenance criteria for this project will be governed by the final negotiated contract.

Standard testing criteria for a system upgrade. A detailed test plan will be developed during the implementation meetings and will be based on the manufacture specifications and the requirements of Denver City and County.

- **Log On / Log Off**
- **Answering a 911 Call**

## ***Scope of Work***

- Answering a Non-Emergency Call
- Place a Call on Hold and Retrieve
- Abandoned Call
- 10 Digit Dialing
- 5 Digit Dialing
- Auto Dials
- Last Number Dialed
- Intercom
- No Hold Conference
- Regular Conference
- 911 Transfers
- Non Emergency Transfer
- ALI Query
- ALI Rebid Query
- ALI Spill to CAD
- Instant reply recorder
- Long Term recorder
- TTY Baudot and ASCII

### **Major components covered by the CenturyLink 7x24 Maintenance:**

#### **950 Josephine**

- CenturyLink Cassidian VESTA 4 911 system and software
- VESTA 4 Interface cards and software for Denver provided Servers
- VESTA 4 interface cards and software for Denver provided workstations
- All connecting network, telephony network including 911 trunks, administrative lines
- Trunks/PRI circuits and ANI/ALI data circuits

#### **303 Colfax, 6th floor**

- CenturyLink Cassidian VESTA 4 911 system and software
- VESTA 4 Interface cards and software for Denver provided Servers
- VESTA 4 interface cards and software for Denver provided workstations
- All connecting network, telephony network including 911 trunks, administrative lines
- Trunks/PRI circuits and ANI/ALI data circuits

## **CHANGE MANAGEMENT**

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### **Change Control Process**

It is a project assumption that any changes to the original scope will need to be negotiated. Any changes to the above scope need to be negotiated with:

- Customer– Project manager -Perry Rios
- CenturyLink Project Manager – TBD
- Cassidian Communications Project Manager – Brian Arnot
- CenturyLink Account Manager—Wes Horn
- CenturyLink Sales Engineer—Bob Palmer



## *Scope of Work*

Any scope changes may require re-negotiation of project completion timeframes.

### **I.1**

### **I.2 *Change Orders***

For Change Order related work Outside of the Scope of this Scope of Work, the following guidelines and rates will be followed.

#### Change Order Guidelines

Changes Requested after a sign-off of this Scope of Work, or each subsequent deliverable, may require a Change Order.

Before any additional out of scope work is performed, CenturyLink will submit notice in change of scope and an estimate of change in cost, for approval prior to proceeding with any additional work.

CenturyLink reserves the right to alter the project plan and/or deliverables based on the amount of additional time required implementing those changes.

#### Cost for On-Site and Remote Repair and Changes

Remote Service work to resolve troubles for customers with an active warranty or maintenance contract are covered under the terms of those contracts. All service issues are looked into first remotely prior to dispatching a technician.

MAC (Moves, Adds, Changes) work will be billed at the following rates

*Monday through Sunday*

*911 CPE Technician - \$90.00 per hour*

*Voice CPE Technician - \$100.00 per hour*

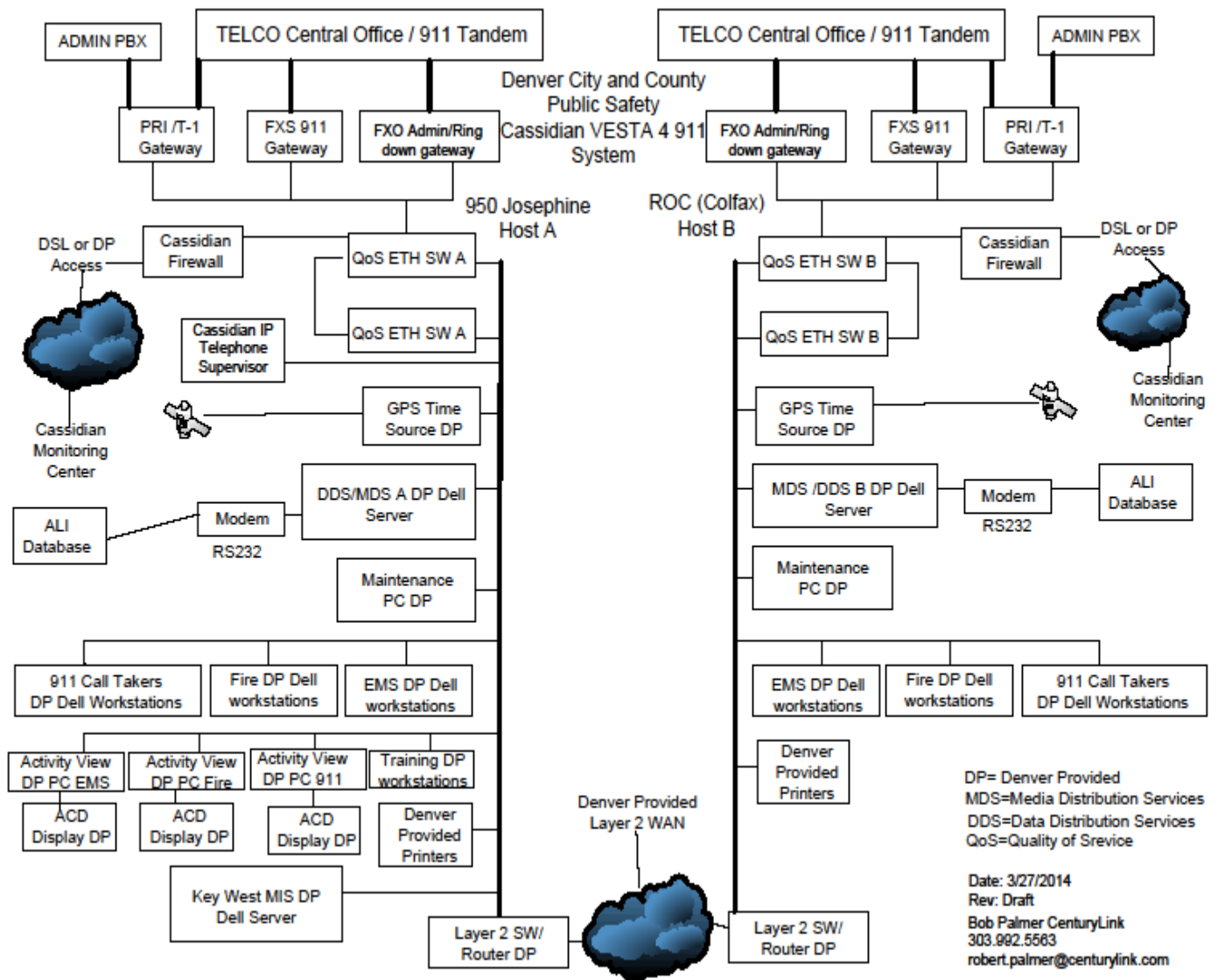
*Data CPE Technician - \$150.00 per hour*

**SECTION J: BACKROOM DRAWINGS**

To be completed after final configuration

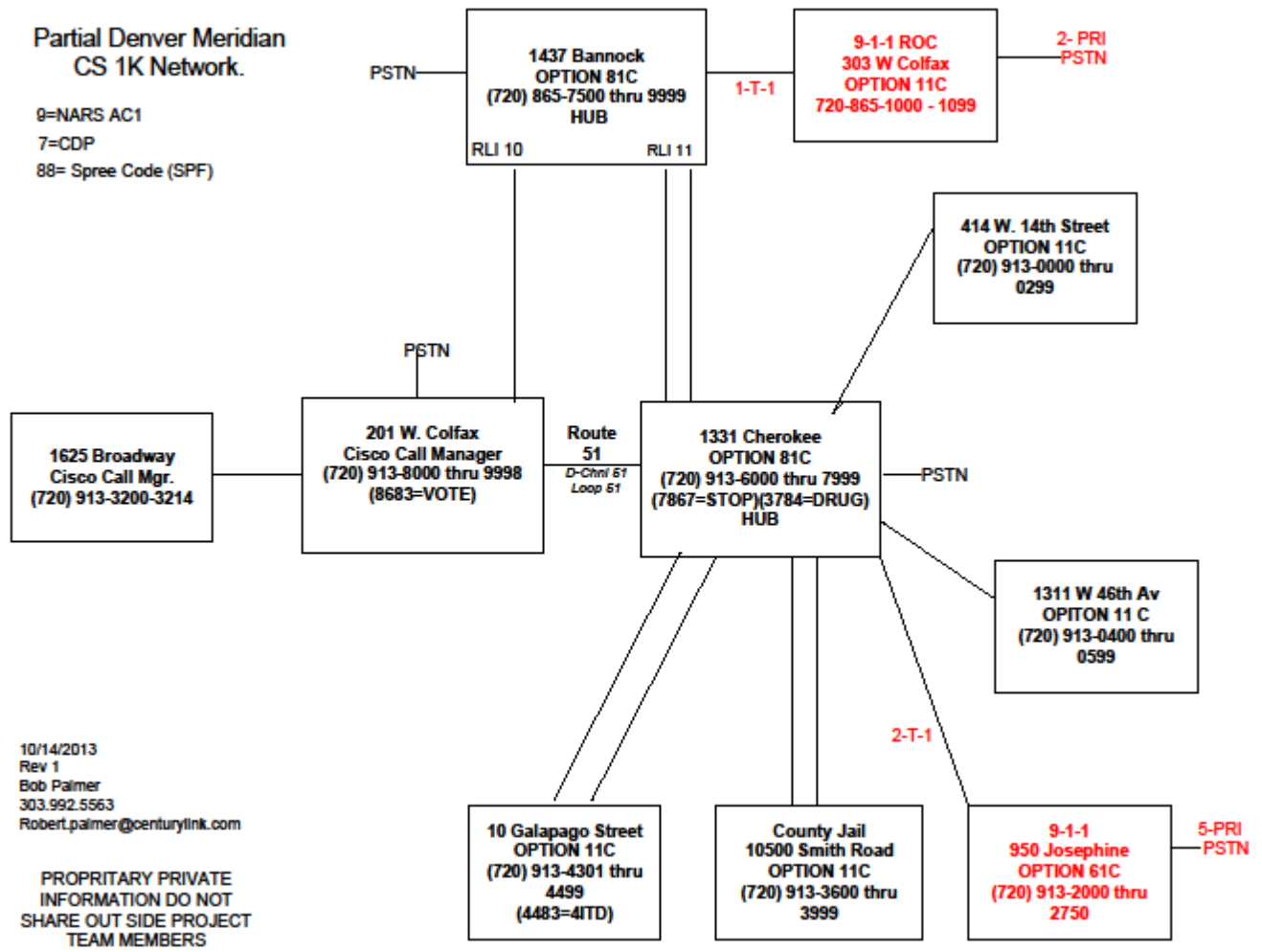
**SECTION K: VISUAL CONFIGURATION OF SYSTEM**

Draft VESTA 4



Current Denver City and County network

Scope of Work



**SECTION L: Miscellaneous**

**Denver Public Safety Dell Server and Workstation specification.**

The following Dell servers have been certified on the VESTA 4 system.  
The specification is under final review by Cassidian and will be provided in a separate document titled VESTA Dell Specification for City and County of Denver.

**SECTION M:** Notes

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This section is reserved for miscellaneous items or issues that need to be noted and documented to include, but not limited to the following:

**M.1**

**M.2** *Exceptions*

**M.3** *Notables*

*Scope of Work*

**SECTION N: ACKNOWLEDGEMENT**

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The terms and conditions apply in full to the services and products provided under this Scope of Work.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Scope of Work.

**Customer**

**CenturyLink**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Customer Acceptance Form

## Part I

### Section 1: Overview

This Customer Acceptance Form (“FORM”) represents CenturyLink’s installation notification and Customer acceptance for 911 CPE installation and upgrades. This Form will be used in conjunction with new installation and upgrades to Customer 911 CPE equipment and will be issued to Customer upon completion of the system cutover or once the system the system is considered operational. This Form is subject in all respects to the public safety product sales and installation agreement (“Agreement”) between Customer and CenturyLink

In accordance with the terms specified in the Agreement, Customer must notify CenturyLink in writing and specify any portions of the Product(s) that are unacceptable. If the Customer does notify CenturyLink within 10 business days from the installation date or delivery date, whichever is applicable, Product(s) will be deemed accepted. Any Product installed by CenturyLink is considered acceptable and billable if it is installed and operates materially in accordance with the manufacture’s specifications.

CenturyLink reserves the right to correct any portion of a product that has been rejected by the Customer. Any portion of a product that has not been rejected by the Customer and is functionally divisible may be invoiced separately. Moves and changes are considered accepted when the described work is materially completed. Any portion of a Product that is found to be unacceptable after the 10-day acceptance period may be reported to the CenturyLink E911 Call Center 1-800-357-0911.

Part 1 of this form must be reviewed and signed by the Customer before installation commences to ensure all parties understand and agree to the terms of the agreement and this Form.

### Section 2: Project Details:

Date:	CenturyLink Reprehensive:
Customer Name: Denver City and County Public Safety	CenturyLink Contact Info:
Customer Reprehensive:	Customer Contact Info:
Purchase Order Number	Purchase Order Date:
Type of work being completed: New 911 equipment Installation	Scope of Work Name: Denver 911 project
Contract Name/iLink Number if available:	
Project Scope: This project is to replace the current VESTA Meridian 911 system at the Josephine and ROC (Colfax) locations with a new Cassidian VESTA 4 GEO-Diverse 911 System.	

**Section 3: Acknowledgements** – This section must be signed by Customer and CenturyLink after reviewing Part -1, sections 1 & 2 of this form.

Customer	CenturyLink
Authorized Signature / Date	Authorized Signature / Date

## Part II

### Section 1: Customer Kickoff

Date:	Project Manager (PM):
Date of Cutover:	PM Contact Info:
Date Customer Punch List provided to Customer:	Customer Reprehensive:
Date Punch List due:	Date of Final Acceptance:

**Section 2: Punch List:** - Punch list items are to be non-service affecting or cosmetic in nature, and do not impact the Product’s ability to operate materially in accordance with the manufacture’s specifications. Customer will out the table below with any items found “Not Acceptable” from the system cutover with a brief explanation of why the item is unacceptable. Customer will have **10 business days** from system cutover to complete the Punch List. Once the has been reviewed, CenturyLink will work with the Customer and the vendor to address all the items on the Punch List. Any items that are not indicated on the Punch List within the allotted timeframe need to be referred to the 911 Operations group at 1-800-357-0911 by the Customer and will flow the normal customer repair process.

**Scope of Work**

<b>Punch List</b>			
<b>Item</b>	<b>Brief Explanation</b>	<b>Date</b>	<b>Init</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Section 3: Acknowledgements** – *This section must be signed by the Customer and CenturyLink Representative after the product installation has been completed and operates in accordance with the manufacturer’s specifications. Any items rejected have been noted on the **Punch List** of this Customer Acceptance Form. These items will be worked by the Service Manger with the support of the 911 Operations Team.*

*Any new items found to be unacceptable after the 10 day acceptance period maybe reported to the CenturyLink 911 Operations group at 1-800-357-0911 by the Customer, following the normal repair process.*

Customer's (legal business name):	Qwest Communications Company, LLC d/b/a/CenturyLink QCC
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

**AIRBUS DS COMMUNICATIONS**



Temecula, CA 92589

Gatineau, QC J8Z 3H6 Canada

# Hardware Repair and Warranty Policy

Rev. J, 08/13/14



***Scope of Work***

For Reference Only

Always refer to the online IQP document for latest revision

## *Scope of Work*

### **1. LIMITED WARRANTY**

Airbus DS Communications, Inc. ("Airbus DS Communications") warrants to its Customer (defined as the party purchasing from Airbus DS Communications) that all hardware and associated equipment, excluding software and firmware, (collectively "Hardware") purchased from Airbus DS Communications shall be free from defects in material and workmanship for a period of 18 months from the date of shipment from Airbus DS Communications.

To the extent the original equipment manufacturer ("OEM") is other than Airbus DS Communications, and the OEM provides a warranty period greater than 18 months from the date of shipment, Airbus DS Communications shall pass through the additional warranty period and terms to Airbus DS Communications' Customer to the extent permitted by the OEM.

### **2. EXCLUSIONS FROM WARRANTY COVERAGE**

The Limited Warranty stated above shall not apply: (1) to any product subjected to accident, misuse, neglect, alteration, acts of God, improper handling, improper transport, improper storage, improper use or application, improper installation, improper testing or unauthorized modification, alteration or repair; (2) to problems relating to or residing in the power supply or other circuitry; or (3) to cosmetic problems or defects which result from normal wear and tear under ordinary use and do not affect the performance or use of the Hardware.

### **3. IN-WARRANTY SERVICE**

All warranty claims must be made within the warranty period by requesting a Return Material Authorization ("RMA") as defined below. Airbus DS Communications will use commercially reasonable efforts to repair or replace, in its discretion, any Hardware found to be defective under normal and proper use and service during the warranty period. An in-warranty unit will be repaired and returned at no charge except for under the following conditions: (1) The unit has been modified or damaged due to improper packaging or coverage is excluded as is described in Section 2 above; (2) A component has been removed or damaged by other than Airbus DS Communications; or (3) If a unit is received for repair and found operable per current Airbus DS Communications standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.

In-warranty repairs shall not extend the original warranty on the repaired Hardware. The original warranty period shall apply.

### **4. OUT-OF-WARRANTY SERVICE**

Returned Hardware that is out-of-warranty will be repaired, returned, and invoiced. Airbus DS Communications may decline further repair of a product in the event the same products are returned for repair more than three (3) times. Freight charges will be prepaid by Airbus DS Communications, and billed to the Customer on the corresponding invoice(s) for returned hardware.

Each RMA for repair will be charged a minimum lot fee equivalent to 1 hour of labor at the prevailing rate, plus material charges required for the repair. Extensive repairs requiring labor in excess of one hour will be charged at the prevailing rate in 15-minute increments plus material charges required for repair. Prices are subject to change. Exceptions will be made to this pricing method for items which have a published or contract price. For these items, that price will be used as the item's invoice price. If a unit is received for repair that has a lower selling price than the minimum lot charge or the estimated repair charge, the Customer will be notified for approval before any repair work begins.

If out-of-warranty Hardware received for repair is found operable per current Airbus DS Communications standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received. The Customer will be invoiced for the minimum lot charge plus shipping costs.

## Scope of Work

All out-of-warranty repair work is warranted for a period of 90 days from the date of repair. A repair date identification is marked on the unit. The repair warranty is void if this marking is defaced or removed.

### 5. COORDINATING REPAIRS

#### A. Customer Responsibilities.

The Customer is responsible for removing and/or repairing all field replaceable units, components, and assemblies and taking other appropriate action required on-site to restore the associated system.

If the problem is found to be power, grounding, or other site infrastructure related issues, the Customer is responsible to coordinate the resolution. If the problem is found to be Customer related, the Customer is responsible to coordinate the resolution, with the support of the Customer's personnel or agent acting on the Customer's behalf.

If the Customer identifies Hardware at a site requiring repair, the repair procedure described below must be followed.

#### B. Repair Procedure

Hardware to be repaired (whether in-warranty or out-of-warranty) is to be returned to Airbus DS Communications, at 42505 Rio Nedo, Temecula, CA 92590 or Airbus DS Communications 200 Blvd. de la Technologie, Suite 300, Gatineau QC, J8Z 3H6 with prior authorization, freight prepaid. Prior authorization is obtained by contacting Airbus DS Communications' Technical Support Center at 1-800491-1734 or by logging on to Airbus DS Communications' extranet at [http://www.Airbus\\_DScommunications.com](http://www.Airbus_DScommunications.com) and requesting an RMA. At the time the Customer contacts Airbus DS Communications, the Customer shall provide a list of Hardware to be returned, problem descriptions or upgrade program references, proper invoicing and ship to information, and identifying purchase order numbers (collectively "Confirming Information"). The Customer will be issued an identifying RMA number. Ship to address will be either Airbus DS Communications Temecula, CA, or Gatineau, QC locations. The issued RMA number should appear on all packages and supporting documents. Written Confirming Information should be included with the contents of returned Hardware. Care should be taken to properly pack all items before returning to Airbus DS Communications.

### 6. ADVANCE REPLACEMENT

Airbus DS Communications provides advance replacement units for out-of-box failures of Airbus DS Communications proprietary Hardware whenever available. An out-of-box failure is a failure during the first 30 days of the related system becoming operational. In such event, Airbus DS Communications will send, via appropriate delivery service, an advance replacement unit in exchange for the out-of-box failure unit. Where there is an out-of-box failure of non Airbus DS Communications proprietary Hardware Airbus DS Communications will work with Customer and the applicable OEM to repair or replace such equipment in a timely fashion.

Advance replacement may be obtained by contacting Airbus DS Communications' technical support. The Customer will provide the following information to the Technical Support Center representative:

- System Type
- Equipment Name
- Equipment Model
- Serial Number
- Software/firmware Version
- Site Name

## Scope of Work

- Verification of the date the related site became operational

A purchase order number will be required for billing additional costs. Typical charges are a result of replaced Hardware not returned or special shipping and handling charges. Replacement parts will carry the original warranty and will not extend the part or system warranty from its original warranty period.

### **7. CONDITION OF UNITS FOR REPAIR**

All Hardware must be packaged by the Customer in such a manner to insure that they reach their destination undamaged. Electrostatic Discharge ("ESD") protection should be applied to all static sensitive products where necessary.

It is the sole responsibility of the Customer to remove all foreign attachments from the returned Hardware. Foreign attachments are defined as items not installed during the original manufacture of the product as determined by the part number marked on the unit. Airbus DS Communications assumes no responsibility to return foreign attachments.

Hardware received that has original components removed, whether in or out of warranty, will be rebuilt to the complete specifications of the part number as marked on the unit, and billed accordingly.

### **8. REPAIR DELIVERY TERMS FOR AIRBUS DS COMMUNICATIONS MANUFACTURED HARDWARE**

Only Airbus DS Communications products manufactured and sold by Airbus DS Communications shall be accepted. Airbus DS Communications will use its best efforts to return all Airbus DS Communications products received for repair under the previously stated repair procedures and conditions within fifteen working days from the date of receipt by Airbus DS Communications. Weekends, holidays and shipping days are not included in the 15-day period. Hardware returned without an RMA number will not be subject to the 15-day period until the proper information has been received and processed by Airbus DS Communications. The date on which the RMA number is thereafter received by Airbus DS Communications shall be the date on which the 15-day period begins to run. Hardware not originally manufactured and sold by Airbus DS Communications will not be repaired and will be returned freight collect to the sending party.

With respect to all Airbus DS Communications mechanical products received for repair, Airbus DS Communications will use its best efforts to return the product within 30 working days from the date of receipt by Airbus DS Communications. However, due to the nature of these products, Airbus DS Communications cannot guarantee a 30 day return.

Billable repair charges will be invoiced to the Customer at the time of shipment with terms of COD, or 1% 15, Net 30 depending on the Customer's credit position and in Airbus DS Communications' sole discretion. Unless otherwise specifically indicated, all shipments shall be made F.O.B. point of origin. Freight charges for in-warranty returns to Customer are paid by Airbus DS Communications. Freight charges will be prepaid by Airbus DS Communications and billed to Customer for items out-of-warranty.

### **9. REPAIR DELIVERY TERMS FOR HARDWARE NOT MANUFACTURED BY AIRBUS DS COMMUNICATIONS**

Only products sold by Airbus DS Communications shall be accepted for repair. Hardware not manufactured by Airbus DS Communications is to be returned to Airbus DS Communications under the same terms and conditions as above. Airbus DS Communications will contact the OEM to coordinate the repair and return on a best-effort basis. The 15-day return period will not apply to these items. Hardware not originally sold by Airbus DS Communications will not be repaired and will be returned freight collect to the sending party.

**10. DISCLAIMER OF WARRANTIES**

**EXCEPT AS EXPRESSLY STATED IN THIS HARDWARE REPAIR AND WARRANTY POLICY, THE HARDWARE, ANY OTHER EQUIPMENT OR RELATED PRODUCT IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE CUSTOMER.**

**THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY HARDWARE WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ACCURACY OF INFORMATIONAL CONTENT.**

**11. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL AIRBUS DS COMMUNICATIONS, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE HARDWARE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY BREACH OR WARRANTY, EVEN IF AIRBUS DS COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**

**ATTACHMENT 3  
AIRBUS DS END USER LICENSE AGREEMENT (EULA)**

**FOR AIRBUS DS COMMUNICATIONS, INC. ("Airbus DS Communications") SOFTWARE Notice to User:**

**IMPORTANT – READ CAREFULLY:** This Airbus DS Communications, Inc. ("Airbus DS Communications") End-User License Agreement ("EULA") is a legal agreement between you, an individual or entity who is the registered user of the Licensed Software (defined below) and its authorized employees ("you" or "end user") and Airbus DS Communications. This EULA governs your right to use the software and associated documentation that accompanies this EULA and/or the software and associated documentation that is purchased by you from Airbus DS Communications or an Airbus DS Communications distributor (the "Licensed Software"). The Licensed Software may contain embedded or pre-loaded software or other software provided on media such as a floppy disk, tape, diskette, or CD-ROM. Further, the Licensed Software may include third party software which Airbus DS Communications does not own but is licensed to distribute. The terms of this EULA apply to any such third party software unless an additional license agreement pertaining to the third party software is enclosed, in which case the terms of such license applies to the third party software. By signing this EULA or by installing, copying, downloading, accessing or otherwise using the Licensed Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not licensed to use the Licensed Software and you must return any tangible copies of the Licensed Software in your possession and control to Airbus DS Communications.

**Software License**

- **Grant of License.** Subject to all the terms and conditions of this EULA, Airbus DS Communications hereby grants you a non-transferable, non-exclusive license to use the Licensed Software, in object code form only, one copy per single CPU, for the purposes for which the Licensed Software was designed and in accordance with the terms and conditions of this EULA.
- **Restrictions on Use.** You may not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Licensed Software; (ii) modify, translate, or create derivative works based on the Licensed Software; (iii) copy (except for archival purposes), rent, lease, resell, sublicense, distribute, assign, or otherwise transfer rights to the Licensed Software, except as otherwise provided herein; (iv) use the Licensed Software other than as provided by this EULA; (v) use or allow the transfer, transmission, export, or re-export of the Licensed Software in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; or (vi) remove any proprietary notices or labels on the Licensed Software.
- **Dual Media.** You may receive the Licensed Software in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer of the Licensed Software as provided herein.
- **Beta Release or Pre-Release Versions.** In the event the Licensed Software is a beta release or pre-release version, the terms of this section and this EULA in its entirety shall apply. Your license to use the Licensed Software shall expire on the date set forth in the Beta Site Agreement signed by you or, in the absence of such agreement, 120 days after installation. The Licensed Software you are receiving may contain more or less features than the commercial release of the software Airbus DS Communications ultimately intends to distribute. While Airbus DS Communications intends to distribute a commercial release of the Licensed Software, Airbus DS Communications reserves the right at any time not to release a commercial release of the Licensed Software or, if released to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You

## *Scope of Work*

agree that the beta release or pre-release versions are not suitable for production use and may contain errors affecting their proper operation. In the event the beta or pre-release Licensed Software was provided to you at no charge, for purposes of the total liability limitation set forth in the section entitled "Limitation of Liability" the "amount actually paid by you" shall be deemed to be the Airbus DS Communications' list price for the Licensed Software, or other amount as expressly stated in any Beta Site Agreement signed by you and Airbus DS Communications.

- **Demo Software.** In the event the Licensed Software has been provided as a demonstration copy of the Licensed Software, whether for a fee or at no charge, the terms of this section and this EULA in its entirety shall apply. Your license to use the Licensed Software shall expire 120 days after installation. In the event the demonstration copy of the Licensed Software was provided to you at no charge, for purposes of the total liability limitation set forth in the section entitled "Limitation of Liability" the "amount actually paid by you" shall be deemed to be Airbus DS Communications' list price for the Licensed Software.
- **Updates and Upgrades.** Updated or upgraded versions of the Licensed Software may be created or issued by Airbus DS Communications from time to time. If the Licensed Software is an update or upgrade of an Airbus DS Communications product, you are bound by the terms of this EULA and may only use that updated or upgraded Licensed Software in accordance with this EULA. Airbus DS Communications may, at its sole discretion, require the installation of software updates or upgrades to maintain the warranty provisions contained herein.
- **Intellectual Property, Trademark and Copyright.** This EULA does not grant you any rights in connection with any trademarks or service marks of Airbus DS Communications, its suppliers or licensors. All right, title, interest and copyrights in and to the Licensed Software (including but not limited to any images, photographs, animations, video audio, music, text and "applets" incorporated in the Licensed Software), the associated documentation and any copies of the Licensed Software are owned by Airbus DS Communications, its suppliers or licensors. All title and intellectual property rights in and to the content which may be accessed through use of the Licensed Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. You may not copy the associated documentation accompanying the Licensed Software. You must keep the Licensed Software free and clear of any liens, claims or encumbrances.
- **Third Party Rights.** Airbus DS Communications' suppliers and licensors holding any intellectual property rights in any Licensed Software, and any third party owning any intellectual property rights in software from which the Licensed Software was derived, are intended third party beneficiaries of this EULA. All grants of rights to intellectual property intended to be accomplished by this EULA are explicitly stated. No other grants of rights shall be inferred or shall arise by implication.
- **Confidentiality.** You acknowledge that the Licensed Software and any accompanying printed materials contain proprietary and confidential property of Airbus DS Communications and/or Airbus DS Communications' suppliers and licensors (collectively, "Confidential Information"). You will not disclose provide or otherwise make available any such Confidential Information to any third parties.
- **U.S. Government Restricted Rights.** The Licensed Software and associated hardware and documentation are provided with RESTRICTED RIGHTS. With respect to any acquisition of the Licensed Software by or for any unit or agency of the United States Government ("Government"), the Licensed Software shall be classified as "commercial computer software," as that term is defined in the applicable provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement ("DFARS"). The Licensed Software was developed entirely at private expense and no part of the Licensed Software was first produced in the performance of a Government contract. If the Licensed Software is supplied for use by DoD, the Licensed Software is delivered subject to the terms of

## Scope of Work

this EULA and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a) or (ii) with restricted rights in accordance with DFARS 252-227-7013 (Nov. 1995), as applicable. If the Licensed Software is supplied for use by Government agency other than DoD, the Licensed Software is restricted computer software delivered subject to the terms of this EULA and (i) FAR 12.212; (ii) FAR 52.227-19; or (iii) FAR 52.227-14, as applicable. The contractor/manufacturer is Airbus DS Communications, 42505 Rio Nedo, Temecula, CA 92589.

- **Reservation of Rights.** Airbus DS Communications, its suppliers and/or licensors retain ownership of the Licensed Software, any portions or copies thereof, and all rights therein. Airbus DS Communications reserves all rights not expressly granted to you.

## Limited Warranty

- **Limited Warranty.** Airbus DS Communications warrants, for a period of eighteen (18) months from the date of shipment of the Licensed Software from Airbus DS Communications, as evidenced by dated Airbus DS Communications shipping documents, that (i) the Licensed Software will materially conform to Airbus DS Communications' published specifications for such Licensed Software as of the date of shipment; and (ii) the Licensed Software will be free from defects in material, workmanship, and manufacture under normal use. This warranty covers only problems reported to Airbus DS Communications during the warranty period. This Limited Warranty is void if failure of the Licensed Software has resulted from accident, abuse, misuse, misapplication or other conduct or conditions outside the control of Airbus DS Communications.
- **No Other Warranties.** Airbus DS Communications makes no warranty or representation that the information or functions contained in the Licensed Software will meet your requirements, that the operation of the Licensed Software will be uninterrupted or error free, or that all Licensed Software and documentation defects are correctable or will be corrected. Airbus DS Communications makes no warranty or representation that updated versions of the Licensed Software will be created or issued with specific functional enhancements or modifications. Airbus DS Communications does not warrant performance of any third party hardware, software or services provided by Airbus DS Communications or endorsed for the specific purpose of operating with the Licensed Software. However, where reasonably possible and permitted under Airbus DS Communications' agreements with such third party, Airbus DS Communications shall pass on to you any such third party warranty. Airbus DS Communications is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after release of the Licensed Software, or problems resulting from use of the Licensed Software with third party computer hardware components, systems or configurations.
- **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THIS EULA, THE LICENSED SOFTWARE AND ASSOCIATED DOCUMENTATION IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE ACCURACY, AND EFFORT IS WITH THE USER.**

**THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT THE LICENSED SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND ACCURACY OF INFORMATIONAL CONTENT.**

- **Customer Remedies.** All warranty claims must be made within the warranty period. Airbus DS Communications', its suppliers' and licensors' entire liability and your exclusive remedy shall be, at Airbus DS Communications' option, either (i) return of the price paid for the Licensed Software; or (ii) repair or replacement of the Licensed Software that does not meet the Limited Warranty. In the event of repair or replacement, Airbus DS Communications will undertake to correct, within



## *Scope of Work*

a reasonable period of time, any reported "Software Error" (failure of the Licensed Software to perform substantially the functions described in the published specifications for such Licensed Software as of the date of shipment), correct significant errors in the documentation, and replace any magnetic media which proves defective in materials, workmanship or manufacture. Such report of a Software Error shall be made in writing to Airbus DS Communications, Attn: Technical Support Center, 42505 Rio Nedo, Temecula, CA 92590. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

- **Exclusion of Liability/Damages.** The following is without prejudice to any rights you may have at law which cannot legally be excluded or restricted. You acknowledge that no promise, representation, warranty or undertaking has been made or given by Airbus DS Communications or its suppliers, licensors, authorized representatives or distributors to any person or company on its behalf in relation to the profitability of or any other consequences or benefits to be obtained from the delivery or use of the Licensed Software and any accompanying hardware, software, manuals or associated documentation. You have relied upon your own skill and judgment in deciding to acquire the Licensed Software and any accompanying hardware, manuals and associated documentation for use by you.
- **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AIRBUS DS COMMUNICATIONS, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF AIRBUS DS COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AIRBUS DS COMMUNICATIONS', ITS SUPPLIERS', LICENSORS', AUTHORIZED REPRESENTATIVES' AND DISTRIBUTORS' TOTAL AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS EULA IS, IN ALL CASES, LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSED SOFTWARE.**


## **General Provisions**

- **Term and Termination.** This EULA and all licenses will terminate if you fail to comply with the terms and conditions of this EULA. Upon notice of termination, or if a license ceases to be effective, you shall immediately, at Airbus DS Communications' option, destroy, or return to Airbus DS Communications at your expense, the Licensed Software, all copies thereof, any updates, and all Airbus DS Communications documentation and materials.
- **Governing Law.** This EULA will be governed by and construed under the laws of the State of Colorado without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the State of Colorado. Any and all disputes relating in any way to, or arising out of, the Licensed Software, your use of the Licensed Software or this EULA shall be submitted to arbitration in the State of Colorado; except that, to the extent that you have breached or have indicated your intention to breach this EULA in any manner which violates or may violate Airbus DS Communications' or its suppliers' intellectual property rights, or may cause continuing or irreparable harm to Airbus DS Communications or its suppliers, Airbus DS Communications shall be entitled to injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. Any arbitration or dispute under this EULA shall be conducted in accordance with the then prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. This EULA will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action.

## *Scope of Work*

- Miscellaneous.** Airbus DS Communications may assign this EULA in whole or in part. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable. This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Colorado. Any waivers or amendments shall be effective only if made in writing and signed by Airbus DS Communications. This EULA is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement.

**ATTACHMENT 4 PRODUCT FEES**

	A	B	C	D	E
1	 <p><b>ALTERNATE 1 CASSIDIAN VESTA PATRIOT GEO-DIVERSE SYSTEM</b>  For  <b>Denver City and County E911 DEPT OF PUBLIC SAFETY</b>  <b>Josephine and ROC locations</b></p>				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11	<b>SECTION C4 PRICING ITEM #1:</b>				
12	<b>TOTAL INSTALLED COST FOR ALTERNATE 1 CASSIDIAN VESTA 4</b>				<b>\$945,537.33</b>
13					
14	<b>PRICING ITEM #2:</b>				
15	Provide Years #2-5 Licensing, Software and Hardware Maintenance, Update and Support Costs for your solution as offered in Proposal Pricing Item #1:				
16	Maintenance and Support provided in Years #2-5 shall be exactly the same as Maintenance and Support provided during Year #1.				
17	Maintenance and Support costs will be invoiced and paid in the year in which they are applicable.				
18	Pricing includes Additional week of cut over coaching, one additional week of Field engineering and one Installation and maintenance course at Cassidian				
19					Maintenance and Support costs:
20	Total Software Maintenance and Licensing Cost for Year #2 including all updates Cassidian:				\$194,065.40
21	Total Software Maintenance and Licensing Cost for Year #3 including all updates Cassidian:				\$194,065.40
22	Total Software Maintenance and Licensing Cost for Year #4 including all updates Cassidian:				\$194,065.40
23	Total Software Maintenance and Licensing Cost for Year #5 including all updates Cassidian:				\$194,065.40
24	Intentionally Left Blank				
25	Total Hardware Maintenance & Support Cost for Year #2 CenturyLink				\$39,279.24
26	Total Hardware Maintenance & Support Cost for Year #3 CenturyLink				\$39,279.24
27	Total Hardware Maintenance & Support Cost for Year #4 CenturyLink				\$39,279.24
28	Total Hardware Maintenance & Support Cost for Year #5 CenturyLink				\$39,279.24
29	<b>Subtotal all Maintenance</b>				<b>\$933,378.55</b>
30	<b>Total Material and implementation, including all Maintenance</b>				<b>\$1,878,915.89</b>
31	4/3/2014 Changes from meeting on 4/2/2014, 4/16/14 Architecture, 4/24/14: Added line numbers, Corrected line 4 changed from year 3 to 4, Itemized CenturyLink Implementation for Josephine line 238 and ROC line 239, Itemized CenturyLink Warranty/Maintenance for Josephine line 279 and ROC line 280. Increased IP phone count to 17, added Cassidian WAN technical services.				
32	5/9/2014 Spread sheet formula error Corrected Software Maintenance and Licensing Cost for Year 2-5 including all updates to match 1st year. Added Note Spare Parts are Optional and require Denver review for final pricing.				
33	5/20/2014 Added itemized detail for Support years 2 - 5				
34	7/11/14 Changes from June 6th meeting. Changed number of IP phones and support quantities. Changed Genovaction key cable length from 5 feet to 25 feet to accommodate adjustable desks.				
35	7/30/2014 Changes from hardware meeting 7/15/14 and call flow meeting 7/21/14, revised IP phone and license count, added additional license for Activity view, add Keywest training class				

	A	B	C	D	E
35	Catalog Number	Description	Unit Price	Qty	Total Price
36	<b>Materials</b>				
37	<b>Josephine</b>				
38		Cassidian Communications VESTA 4 System			
39	870899-00104.3	VESTA 4 R2 LIC AND MEDIA	\$1,665.00	1	\$1,665.00
40	873099-03002	R4 CAD INTF LIC	\$555.00	1	\$555.00
41	Intentionally Left Blank				
42	04000-01584	BLKBX TL158A-R4 DATACAST	\$390.72	1	\$390.72
43	04000-01010	CBL DB25M/DB25M 10FT	\$8.88	2	\$17.76
44	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$409.59	1	\$409.59
45	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$11.10	2	\$22.20
46	04000-01751	TS-4 PORT TERMINAL SVR	\$719.28	1	\$719.28
47	65000-00182	CBL RJ45-10P/DB25M 4FT	\$23.31	2	\$46.62
48	Intentionally Left Blank				
49		Customer Provided Dell Servers to reside in Customer provided Cabinets already on site			
50	CUST-EQUIP	CUST-EQUIP SERVER		1	0
51		Note: Customer to provide all required 4.x Server and Mgt Console Hardware per Cassidian's Specifications.			
52	04000-00140	R4 MDS CENT OS		1	0
53	04000-00396	SVR WIN 2008 + 5 CAL	\$949.05	1	\$949.05
54	04000-01751	TS-4 PORT TERMINAL SVR	\$719.28	1	\$719.28
55	04000-68003	V-SVR OS STD PER CPU	\$1,125.54	4	\$4,502.16
56	65000-00182	CBL RJ45-10P/DB25M 4FT	\$23.31	4	\$93.24
57	863014-00103	PERIPHERAL VIRTUAL KIT	\$3,657.45	1	\$3,657.45
58	870890-71001	VIRTUAL MEDIA SET		1	0
59	04000-00394	SVR WIN2008 CAL 5-PK	\$193.14	4	\$772.56
60	870899-00350U	VESTA 4 ADV SEAT UPGD LIC		44	0
61	870899-00350M	VESTA 4 ADV SEAT MIG LIC	\$5,550.00	2	\$11,100.00
62	Intentionally Left Blank				
63		Note: Customer to Provide Dell Workstations			
64	CUST-EQUIP	CUST-EQUIP WORKSTATIONS		46	0
65		Note: Customer to provide all required 4.x workstation hardware equipment per Cassidian's Specifications			
66	64007-50019	KEYPAD 35KEY USB 25FT CBL	\$249.75	46	\$11,488.50
67					
68	853004-00401	SAM EXT SPKR KIT	\$186.48	46	\$8,578.08
69	853030-00302	R4 SAM HDWR KIT	\$1,833.72	46	\$84,351.12
70	870890-07501	CPR/SYSPREP IMAGING		1	0
71		Cassidian Communications VESTA 4 IRR Module			
72	809800-35245	R4 IRR RNSTMNT	\$386.28	46	\$17,768.88

	A	B	C	D	E
73		Cassidian Communications VESTA 4 Activity View			
74	873099-00702U	R4 ACTIV VIEW SYS LIC UPG		1	0
75	873099-00702	R4 ACTIV VIEW SYS LIC	\$3,885.00	3	\$11,655.00
76	873099-00802U	R4 ACT VIEW LIC PER ST UP		44	0
77	873099-00802	R4 ACT VIEW LIC PER ST	\$832.50	2	\$1,665.00
78	CUST-EQUIP	CUST-EQUIP WORKSTATIONS		4	
79		Note: Customer to include quad card and ACD Display monitors			
80		Cassidian Communications VESTA 4 CDR Module			
81	873099-00602U	R4 CDR SVR LIC UPGD		1	0
82	873099-01102U	R4 CDR PER SEAT LIC UPGD		44	0
83	873099-01102	R4 CDR PER SEAT LIC	\$99.90	2	\$199.80
84		Cassidian Communications VESTA 4 Phones/Voice Mail Option			
85	873010-00202	IP PHN LIC ENH	\$888.00	9	\$7,992.00
86	873010-00102	IP PHN LIC STD	\$222.00	12	\$2,664.00
87		Note: (10) PD Dispatchers, (1) Supervisor, (1) Mgr Office, (1) Fire, (1) Trainer, (4) Centennial Rm, (3) Spares			
88	04000-06757	AASTRA 6757I SIP PHN	\$389.61	21	\$8,181.81
89	04000-01675	AASTRA 675I 20K EXP MOD	\$249.75	21	\$5,244.75
90					0
91					0
92	04000-29636	SWITCH 2960 POE+CBL 24-PO	\$2,001.33	2	\$4,002.66
93	Intentionally Left Blank				
94		Cisco Switch/Router Equipment			
95	04000-29623	SWITCH 2960 + CBL 48-PORT	\$2,001.33	3	\$6,003.99
96		Peripherals & Gateways			
97	Intentionally Left Blank				
98	04000-00129	MED 1000B CHASSIS BNDL	\$2,036.85	5	\$10,184.25
99	04000-00116	MED 1000 FXO-LS BNDL	\$384.06	5	\$1,920.30
100	04000-00119	MED 1000 FXS BNDL	\$368.52	13	\$4,790.76
101	04000-00112	MED 1000 DIGITAL BNDL	\$4,515.48	4	\$18,061.92
102	03800-03030	FIREWALL- MODEM 60CM	\$641.58	1	\$641.58
103	04000-01900	RACK MNT KIT 1921 ROUTER	\$1,040.07	1	\$1,040.07
104		Note: This Cisco 1921 router is quoted to provide dual active firewall functionality between the Host sites. This router is not intended for terminating any type of WAN connectivity to other sites.			
105	04000-01920	ROUTER 1900 DATA LIC	\$483.96	1	\$483.96

	A	B	C	D	E
106		Peripherals & Cabinet Equipment			
107		Note: Customer to use existing Cabinet, and configure/stage on site			
108	63009-192801	MNTR RACK KYBD 1U 19IN	\$773.67	1	\$773.67
109	04000-008B8	KVM SWITCH 8-PORT	\$772.56	1	\$772.56
110	04000-00607	CBL KVM USB CONSOLE	\$153.18	1	\$153.18
111	04000-60611	CBL KVM USB 10FT	\$92.13	8	\$737.04
112	04000-RMU19	BRKT 19IN RACK ARBITR 8P	\$33.30	1	\$33.30
113	Intentionally Left Blank				
114		Aurora 2.2 - Standard MIS System			
115	873399-00102.0U	AURORA 2.0 DOC/MED UPGD		1	0
116	873399-00102.1U	AURORA 2.1 DOC/MED UPGD		1	0
117	873399-00102.2U	AURORA 2.2 DOC/MED UPGD		1	0
118	873391-00301	AURORA USER LIC	\$832.50	3	\$2,497.50
119	873391-00301U	AURORA USER LIC UPGD		1	0
120	04000-00339	SQL 2008R2 CAL RUN ENT	\$195.36	4	\$781.44
121	873391-00201U	AURORA COLLECT LIC UPGD		46	0
122		Aurora Modules			
123	873391-00901U	AUR ADV RPT PKG LIC UPGD		1	0
124		Aurora Server Equipment			
125	Intentionally Left Blank				
126	CUST-EQUIP	CUST-EQUIP AURORA SERVER		1	0
127		Note: Configure server with R10 (4 x 300GB), R1 (2 x 300GB), and R1 (2 x 300GB) and 24GB RAM. Server is configured for up to 2,000,000 calls per year. Server to meet all applicable HW and SW for Designated Annual Call Volume per Cassidian's Specifications			
128	04000-00397	SVR WIN 2008 + 10 CAL	\$1,138.86	1	\$1,138.86
129	04000-00340	SQL 2008R2 SVR RUN ENT	\$76.59	1	\$76.59
130	04000-00426	PRESENT TENSE CLIENT	\$61.05	1	\$61.05
131	65000-00124	CBL PATCH 15FT	\$15.54	1	\$15.54
132		Monitoring & Response License			
133		Note: Customer to reuse (2) Server; (44) Workstation Licenses			
134		Note: Includes (1) DDS Servers			
135		Monitoring & Response License			
136		Note: Customer to reuse (2) Server; (44) Workstation Licenses			
137		Note: Includes (1) DDS Servers			
138	871499-01211	M&R 3.0 WKST LIC	\$78.81	7	\$551.67
139		Note: Includes (46) Workstations, (1) Management Console, (4) Admin Workstations			
140	871499-01210	M&R 3.0 IP DEVICES LIC	\$78.81	13	\$1,024.53
141		Note: Includes (1) MDS Servers, (5) Gateways, (1) Firewall, (3) Cisco Switches, (1) Virtual Machine			

	A	B	C	D	E
142		<b>ROC</b>			
143		Cassidian Communications VESTA 4 System			
144	870899-00104.3	VESTA 4 R2 LIC AND MEDIA	\$1,665.00	1	\$1,665.00
145	873099-03002	R4 CAD INTF LIC	\$555.00	1	\$555.00
146					
147	04000-01584	BLKBX TL158A-R4 DATACAST	\$390.72	1	\$390.72
148	04000-01010	CBL DB25M/DB25M 10FT	\$8.88	2	\$17.76
149	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$409.59	1	\$409.59
150	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$11.10	2	\$22.20
151	04000-01751	TS-4 PORT TERMINAL SVR	\$719.28	1	\$719.28
152	65000-00182	CBL RJ45-10P/DB25M 4FT	\$23.31	2	\$46.62
153	Intentionally Left Blank				
154		Customer Provided Dell Servers to reside in Customer provided Cabinets already on site			
155	CUST-EQUIP	CUST-EQUIP SERVER		1	0
156		Note: Customer to provide all required 4.x Server and Mgt Console Hardware per Cassidian's Specifications.			
157	04000-00140	R4 MDS CENT OS		1	0
158	04000-00396	SVR WIN 2008 + 5 CAL	\$949.05	1	\$949.05
159	04000-01751	TS-4 PORT TERMINAL SVR	\$719.28	1	\$719.28
160	04000-68003	V-SVR OS STD PER CPU	\$1,125.54	4	\$4,502.16
161	65000-00182	CBL RJ45-10P/DB25M 4FT	\$23.31	4	\$93.24
162	863014-00103	PERIPHERAL VIRTUAL KIT	\$3,657.45	1	\$3,657.45
163	870890-71001	VIRTUAL MEDIA SET		1	0
164	04000-00394	SVR WIN2008 CAL 5-PK	\$193.14	4	\$772.56
165		Cassidian Communications VESTA 4 Licenses			
166	870899-00350U	VESTA 4 ADV SEAT UPGD LIC		16	0
167	870899-00350M	VESTA 4 ADV SEAT MIG LIC	\$5,550.00	4	\$22,200.00
168		Note: Customer to Provide Workstations			
169	CUST-EQUIP	CUST-EQUIP WORKSTATIONS		20	0
170		Note: Customer to provide all required 4.x workstation hardware equipment per Cassidian's Specifications			
171	64007-50019	KEYPAD 35KEY USB 25FT CBL	\$249.75	20	\$4,995.00
172					0
173	853004-00401	SAM EXT SPKR KIT	\$186.48	20	\$3,729.60
174	853030-00302	R4 SAM HDWR KIT	\$1,833.72	20	\$36,674.40
175	870890-07501	CPR/SYSPREP IMAGING		1	0
176		Cassidian Communications VESTA 4 IRR Module			0
177	809800-35245	R4 IRR RNSTMNT	\$386.28	20	\$7,725.60



	A	B	C	D	E
178		Cassidian Communications VESTA 4 Activity View			
179	873099-00702U	R4 ACTIV VIEW SYS LIC UPG		1	0
180					
181	873099-00802U	R4 ACT VIEW LIC PER ST UP		16	0
182	873099-00802	R4 ACT VIEW LIC PER ST	\$832.50	4	\$3,330.00
183		Cassidian Communications VESTA 4 CDR Module			
184	873099-00602U	R4 CDR SVR LIC UPGD		1	0
185	873099-01102U	R4 CDR PER SEAT LIC UPGD		16	0
186	873099-01102	R4 CDR PER SEAT LIC	\$99.90	4	\$399.60
187		Cassidian Communications VESTA 4 Phones/Voice Mail Option			
188	873010-00202	IP PHN LIC ENH	\$888.00	1	\$888.00
189	873010-00102	IP PHN LIC STD	\$222.00	9	\$1,998.00
190	04000-06757	AASTRA 6757I SIP PHN	\$389.61	10	\$3,896.10
191	04000-01675	AASTRA 675I 20K EXP MOD	\$249.75	10	\$2,497.50
192					
193					
194	04000-29636	SWITCH 2960 POE+CBL 24-PO	\$2,001.33	2	\$4,002.66
195		Cisco Switch/Router Equipment			
196	04000-29623	SWITCH 2960 + CBL 48-PORT	\$2,001.33	2	\$4,002.66
197		Peripherals & Gateways			
198		Note: Customer to reuse existing Firewall			
199	04000-00129	MED 1000B CHASSIS BNDL	\$2,036.85	3	\$6,110.55
200	04000-00116	MED 1000 FXO-LS BNDL	\$384.06	5	\$1,920.30
201	04000-00119	MED 1000 FXS BNDL	\$368.52	7	\$2,579.64
202	04000-00112	MED 1000 DIGITAL BNDL	\$4,515.48	2	\$9,030.96
203	04000-01900	RACK MNT KIT 1921 ROUTER	\$1,040.07	1	\$1,040.07
204		Note: This Cisco 1921 router is quoted to provide dual active firewall functionality between the Host sites. This router is not intended for terminating any type of WAN connectivity to other sites.			
205	04000-01920	ROUTER 1900 DATA LIC	\$483.96	1	\$483.96
206		Note: Customer to use existing Cabinet, and configure/stage on site			
207	63009-192801	MNTR RACK KYBD 1U 19IN	\$773.67	1	\$773.67
208	04000-008B8	KVM SWITCH 8-PORT	\$772.56	1	\$772.56
209	04000-00607	CBL KVM USB CONSOLE	\$153.18	1	\$153.18
210	04000-60611	CBL KVM USB 10FT	\$92.13	8	\$737.04
211	04000-RMU19	BRKT 19IN RACK ARBITR 8P	\$33.30	1	\$33.30
212		Aurora 2.2 - Standard MIS			
213	873391-00301	AURORA USER LIC	\$832.50	2	\$1,665.00
214	873391-00301U	AURORA USER LIC UPGD		1	0
215	04000-00339	SQL 2008R2 CAL RUN ENT	\$195.36	3	\$586.08
216	873391-00201U	AURORA COLLECT LIC UPGD		20	0

	A	B	C	D	E
217		Monitoring & Response License Fees			
218		Note: Customer to reuse (2) Server; (16) Workstation Licenses			
219		Note: Includes (1) DDS Servers, (1) Aurora Server			
220	871499-01211	M&R 3.0 WKST LIC	\$78.81	5	\$394.05
221		Note: Includes (20) Workstations, (1) Management Console			
222	871499-01210	M&R 3.0 IP DEVICES LIC	\$78.81	10	\$788.10
223		Note: Includes (1) MDS Servers, (3) Gateways, (1) Firewall, (4) Cisco Switches, (1) Virtual Machine			
224			<b>Subtotal</b>		<b>\$379,082.76</b>
225	63009-192801	INSTALLATION MATERIAL	\$4,997.58	1	\$4,997.58
226	04000-008B8	SHIPPING AND HANDLING	\$2,076.11	1	\$2,076.11
227			<b>Subtotal</b>		<b>\$386,156.45</b>

	A	B	C	D	E
228	<b>Professional Service</b>				
229		<b>Josephine</b>			
230	809800-35065	R4 SYS CFG	\$1,110.00	1	\$1,110.00
231	809800-35084	R4 VIRTUAL CFG FEE	\$838.05	1	\$838.05
232	809800-35083	R4 SVR CFG NCC	\$555.00	1	\$555.00
233	809800-35107	R4 IWS CFG NCC	\$444.00	46	\$20,424.00
234	809800-35108	R4 IWS STG FEE	\$333.00	46	\$15,318.00
235	809800-10201	IP PHN CFG FEE PER PHN	\$55.50	21	\$1,165.50
236	809800-00126	GENERIC NPCML WKST CFG FE	\$555.00	4	\$2,220.00
237	809800-00201	VPN CFG SVCS	\$222.00	1	\$222.00
238	809800-00199	ROUTER CFG FEE	\$590.52	1	\$590.52
239	809800-17101	FIELD ENG-PRIMARY	\$111.00	480	\$53,280.00
240	809800-17101	FIELD ENG-PRIMARY	\$111.00	16	\$1,776.00
241		Note: 16 Units for post Cabinet install check. CTL To configure Cabinet on site			
242	809800-17101	FIELD ENG-PRIMARY	\$111.00	48	\$5,328.00
243		Note: FE to go out 1 week post cut.			
244	809800-51004	PROJECT MGMT-SECONDARY	\$111.00	112	\$12,432.00
245	000001-06702	VSENT 4.X AGENT TTT TRNG	\$2,220.00	2	\$4,440.00
246		Note: VESTA/Sentinel 4/X TTT bundle includes (1) 1 day class of TTT training for up to 8 students. Includes trainer's daily training expenses and travel.			
247	000001-06708	VSENT 4.X ADV ADMIN TRNG	\$5,772.00	2	\$11,544.00
248		Note: VESTA/Sentinel 4/X Advanced Admin bundle includes (1) 2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel. Advanced Admin training provides training on Multi-Agency, Roles Based Routing and Event Notification features.			
249	000001-06799	VSENT 4.X SIP TRNG	\$1,332.00	1	\$1,332.00
250		Note: VESTA/Sentinel 4/X SIP bundle includes (1) 1/2 day class of SIP phone training for up to 8 students. Includes trainer's daily training expenses and travel.			
251	000001-06074	VSENT 4.X ACT-VIEW TRNG	\$1,332.00	2	\$2,664.00
252		Note: VESTA/Sentinel 4/X Activity View bundle includes (1) 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.			

	A	B	C	D	E
253	000002-24404	AURORA ADMIN TRNG	\$2,220.00	1	\$2,220.00
254		Note: Aurora Admin bundle includes (1) 1 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.			
255		Cutover Coaching			
256	000001-08538	CUTOVER COACHING	\$2,220.00	2	\$4,440.00
257		Note: Cutover Coaching includes (1) 8 hour session within a 24 hour day. Includes trainer's daily training expenses and travel.			
258	000001-08538	CUTOVER COACHING	\$2,220.00	5	\$11,100.00
259		Note: For Post Cust 1 Week			
260		Technical Solutions Services			
261	809800-00125	SOLUTIONS ENG DESIGN IMPL	\$166.50	32	\$5,328.00
262		Network			
263	809800-00125	SOLUTIONS ENG DESIGN IMPL	\$166.50	32	\$5,328.00
264		Note: The following sizing is related to performing "Network Assessment and QoS Testing". The testing is performed remotely using IPsec VPN connectivity to the host site with on-site support provided by Cassidian Field Engineering or the customer. The testing is conducted after the call processing system has been completely installed and VPN connectivity to the site has been configured using a firewall.			
265	809800-01417	MIS SVR NPCML CFG	\$1,110.00	1	\$1,110.00
266	000001-06700	VSENT 4.X I&M FACT TRNG	\$3,885.00	1	\$3,885.00
267		<b>ROC</b>			
268	809800-35065	R4 SYS CFG	\$1,110.00	1	\$1,110.00
269	809800-35084	R4 VIRTUAL CFG FEE	\$838.05	1	\$838.05
270	809800-35083	R4 SVR CFG NCC	\$555.00	1	\$555.00
271	809800-35107	R4 IWS CFG NCC	\$444.00	20	\$8,880.00
272	809800-35108	R4 IWS STG FEE	\$333.00	20	\$6,660.00
273	809800-10201	IP PHN CFG FEE PER PHN	\$55.50	10	\$555.00
274	809800-00199	ROUTER CFG FEE	\$590.52	1	\$590.52
275					
276		Field Engineering Services			
277	809800-17101	FIELD ENG-PRIMARY	\$111.00	272	\$30,192.00
278	809800-17101	FIELD ENG-PRIMARY	\$111.00	16	\$1,776.00
279		Note: 16 Units for post Cabinet install check. CTL To configure Cabinet on site			
280	809800-51004	PROJECT MGMT-SECONDARY	\$111.00	112	\$12,432.00
281					
282			<b>Subtotal</b>		<b>\$232,238.64</b>
283		CenturyLink Implementation Josephine	\$63,107.60	1	<b>\$63,107.60</b>
284		CenturyLink Implementation ROC	\$30,690.00	1	<b>\$30,690.00</b>
285			<b>Subtotal</b>		<b>\$326,036.24</b>

	A	B	C	D	E
286	<b>Support Services Warranty Year 1</b>				
287		<b>Josephine</b>			
288	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
289	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
290	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	46	\$70,711.20
291	809800-35110	R4 IRR SW SPT 1YR	\$218.38	46	\$10,045.48
292	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	3	\$3,202.50
293					
294	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
295	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	3	\$673.44
296	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	5	\$1,830.00
297	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	4	\$1,464.00
298	03800-03031	WAR FIREWALL 60CM 1YR	\$246.44	1	\$246.44
299	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
300	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	46	\$11,224.00
301	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	2	\$3,172.00
302	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	51	\$22,399.20
303	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	13	\$5,709.60
304		<b>ROC</b>			
305	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
306	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
307	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	20	\$30,744.00
308					
309	809800-35110	R4 IRR SW SPT 1YR	\$218.38	20	\$4,367.60
310	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	1	\$1,067.50
311					
312	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
313	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	2	\$448.96
314	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	3	\$1,098.00
315	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	2	\$732.00
316	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
317	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	20	\$4,880.00
318	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	1	\$1,586.00
319	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	21	\$9,223.20
320	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	10	\$4,392.00
321			<b>Subtotal</b>		<b>\$194,065.40</b>
322		CenturyLink Warranty Josephine	\$24,987.67	1	<b>\$24,987.67</b>
323		CenturyLink Warranty ROC	\$14,291.57	1	<b>\$14,291.57</b>
324			<b>Subtotal</b>		<b>\$39,279.24</b>
325	<b>Subtotal Support Software, License, Hardware Warranty</b>				<b>\$233,344.64</b>

	A	B	C	D	E
326	<b>Support Services Year Two</b>				
327	<b>Josephine</b>				
328	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
329	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
330	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	46	\$70,711.20
331	809800-35110	R4 IRR SW SPT 1YR	\$218.38	46	\$10,045.48
332	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	3	\$3,202.50
333					
334	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
335	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	3	\$673.44
336	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	5	\$1,830.00
337	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	4	\$1,464.00
338	03800-03031	WAR FIREWALL 60CM 1YR	\$246.44	1	\$246.44
339	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
340	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	46	\$11,224.00
341	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	2	\$3,172.00
342	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	51	\$22,399.20
343	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	13	\$5,709.60
344	<b>ROC</b>				
345	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
346	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
347	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	20	\$30,744.00
348					
349	809800-35110	R4 IRR SW SPT 1YR	\$218.38	20	\$4,367.60
350	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	1	\$1,067.50
351					
352	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
353	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	2	\$448.96
354	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	3	\$1,098.00
355	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	2	\$732.00
356	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
357	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	20	\$4,880.00
358	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	1	\$1,586.00
359	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	21	\$9,223.20
360	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	10	\$4,392.00
361			Subtotal		<b>\$194,065.40</b>
362		CenturyLink Warranty Josephine	\$24,987.67	1	<b>\$24,987.67</b>
363		CenturyLink Warranty ROC	\$14,291.57	1	<b>\$14,291.57</b>
364			Subtotal		<b>\$39,279.24</b>
365	<b>Subtotal Support Software, License, Hardware Warranty</b>				<b>\$244,514.85</b>

	A	B	C	D	E
366	<b>Support Services Year Three</b>				
367	<b>Josephine</b>				
368	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
369	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
370	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	46	\$70,711.20
371	809800-35110	R4 IRR SW SPT 1YR	\$218.38	46	\$10,045.48
372	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	3	\$3,202.50
373					
374	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
375	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	3	\$673.44
376	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	5	\$1,830.00
377	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	4	\$1,464.00
378	03800-03031	WAR FIREWALL 60CM 1YR	\$246.44	1	\$246.44
379	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
380	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	46	\$11,224.00
381	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	2	\$3,172.00
382	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	51	\$22,399.20
383	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	13	\$5,709.60
384	<b>ROC</b>				
385	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
386	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
387	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	20	\$30,744.00
388					
389	809800-35110	R4 IRR SW SPT 1YR	\$218.38	20	\$4,367.60
390	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	1	\$1,067.50
391					
392	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
393	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	2	\$448.96
394	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	3	\$1,098.00
395	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	2	\$732.00
396	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
397	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	20	\$4,880.00
398	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	1	\$1,586.00
399	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	21	\$9,223.20
400	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	10	\$4,392.00
401				Subtotal	<b>\$194,065.40</b>
402		CenturyLink Maintenance Josephine	\$24,987.67	1	<b>\$24,987.67</b>
403		CenturyLink Maintenance ROC	\$14,291.57	1	<b>\$14,291.57</b>
404				Subtotal	<b>\$39,279.24</b>
405	<b>Subtotal Support Software, License, Hardware Maintenance</b>				<b>\$244,514.85</b>

	A	B	C	D	E
406	<b>Support Services Year Four</b>				
407	<b>Josephine</b>				
408	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
409	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
410	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	46	\$70,711.20
411	809800-35110	R4 IRR SW SPT 1YR	\$218.38	46	\$10,045.48
412	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	3	\$3,202.50
413					
414	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
415	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	3	\$673.44
416	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	5	\$1,830.00
417	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	4	\$1,464.00
418	03800-03031	WAR FIREWALL 60CM 1YR	\$246.44	1	\$246.44
419	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
420	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	46	\$11,224.00
421	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	2	\$3,172.00
422	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	51	\$22,399.20
423	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	13	\$5,709.60
424	<b>ROC</b>				
425	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
426	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
427	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	20	\$30,744.00
428					
429	809800-35110	R4 IRR SW SPT 1YR	\$218.38	20	\$4,367.60
430	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	1	\$1,067.50
431					
432	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
433	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	2	\$448.96
434	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	3	\$1,098.00
435	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	2	\$732.00
436	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
437	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	20	\$4,880.00
438	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	1	\$1,586.00
439	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	21	\$9,223.20
440	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	10	\$4,392.00
441				Subtotal	<b>\$194,065.40</b>
442		CenturyLink Maintenance Josephine	\$24,987.67	1	<b>\$24,987.67</b>
443		CenturyLink Maintenance ROC	\$14,291.57	1	<b>\$14,291.57</b>
444				Subtotal	<b>\$39,279.24</b>
445	<b>Subtotal Support Software, License, Hardware Maintenance</b>				<b>\$244,514.85</b>



	A	B	C	D	E
446	<b>Support Services Year Five</b>				
447	<b>Josephine</b>				
448	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
449	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
450	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	46	\$70,711.20
451	809800-35110	R4 IRR SW SPT 1YR	\$218.38	46	\$10,045.48
452	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	3	\$3,202.50
453					
454	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
455	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	3	\$673.44
456	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	5	\$1,830.00
457	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	4	\$1,464.00
458	03800-03031	WAR FIREWALL 60CM 1YR	\$246.44	1	\$246.44
459	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
460	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	46	\$11,224.00
461	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	2	\$3,172.00
462	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	51	\$22,399.20
463	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	13	\$5,709.60
464	<b>ROC</b>				
465	04000-68015	V-SVR STD SPT 1YR	\$484.34	4	\$1,937.36
466	809800-35140	R4 ADV SW SPT TRNSFR	\$0.00	1	\$0.00
467	809800-35131	R4 ADV SW SPT 1YR	\$1,537.20	20	\$30,744.00
468					
469	809800-35110	R4 IRR SW SPT 1YR	\$218.38	20	\$4,367.60
470	809800-35125	R4 ACT VIEW SW SPT 1YRNCC	\$1,067.50	1	\$1,067.50
471					
472	04000-29618	WAR 2960 POE 24P 1YR NBD	\$190.32	2	\$380.64
473	04000-29624	WAR 2960 48P 1YR NBD	\$224.48	2	\$448.96
474	04000-00186	SW SPT M1000 GATEWAY 1YR	\$366.00	3	\$1,098.00
475	04000-00191	SW SPT M1000 T1 MOD 1YR	\$366.00	2	\$732.00
476	04000-01915	WAR 1921 ROUTER 1YR NBD	\$106.14	1	\$106.14
477	809800-03306	AURORA STD SPT N-CCI 1YR	\$244.00	20	\$4,880.00
478	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,586.00	1	\$1,586.00
479	809800-16161	M&R 3.0 WKST SRVC 1YR	\$439.20	21	\$9,223.20
480	809800-16166	M&R 3.0 IP DEV SRVC 1YR	\$439.20	10	\$4,392.00
481				Subtotal	<b>\$194,065.40</b>
482		CenturyLink Maintenance Josephine	\$24,987.67	1	<b>\$24,987.67</b>
483		CenturyLink Maintenance ROC	\$14,291.57	1	<b>\$14,291.57</b>
484				Subtotal	<b>\$39,279.24</b>
485	<b>Subtotal Support Software, License, Hardware Maintenance</b>				<b>\$244,514.85</b>
486	<b>Optional Spares not included in Total Price. Denver to review</b>				
487	<b>Cassidian Communications VESTA 4 Equipment - Recommended Spares</b>				
488	04000-00127-SP	MED 1000B CHASSIS SPARE	\$2,036.85	1	\$2,036.85
489	04000-00116	MED 1000 FXO-LS BNDL	\$384.06	1	\$384.06
490	04000-00119	MED 1000 FXS BNDL	\$368.52	1	\$368.52
491	04000-00132	MED 1000B PWR SPLY BNDL	\$394.05	1	\$394.05
492	04000-00144	MED 1000B CPU BNDL	\$783.66	1	\$783.66
493	04000-00109-SP	MED 1000 DIGI T1 SPARE	\$4,515.48	1	\$4,515.48
494	04000-29636	SWITCH 2960 POE+CBL 24-PO	\$2,001.33	1	\$2,001.33
495	04000-29618	WAR 2960 POE 24P 1YR NBD	\$173.16	1	\$173.16
496	04000-29622	WAR 2960 POE 24P 5YR NBD	\$823.62	1	Optional
497	04000-29623	SWITCH 2960 + CBL 48-PORT	\$2,001.33	1	\$2,001.33
498	04000-29624	WAR 2960 48P 1YR NBD	\$204.24	1	\$204.24
499	04000-29974	WAR 2960 48P 5YR 24X7	\$2,001.33	1	Optional
500				<b>Subtotal</b>	<b>\$12,862.68</b>

**ATTACHMENT 5**

**ATTACHMENT 3 PAYMENT SCHEDULES  
TO PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT  
BETWEEN CUSTOMER AND CENTURYLINK**

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**CONFIDENTIAL INFORMATION**

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**PAYMENT SUMMARY**

**1. PRODUCTS.**

**1.1 Product and Installation Pricing Summary.**

Description	Charges
Product	\$ 386,156.45
Installation	\$ 326,036.24
Total for Product and Installation	\$ 712,192.69

**2. Product Payment Schedule.**

Description	Percentage of Total Payment Due	Amount Due
Contract Signing	20%	\$ 142,438.54
Equipment Delivery	50%	\$ 356,096.35
Date of Acceptance	30 %	\$ 213,657.35

**2. WARRANTY AND MAINTENANCE.**

**2.1 Term.** The warranty period and maintenance term are shown below.

Description	Warranty Period and Maintenance Term
Warranty Period	[SELECT ONE YEAR or 90 DAY] One Year
Maintenance Term (after warranty period)	[SELECT TERM (must match term shown in Att 3)] Four Years

**2.2 Warranty and Maintenance Payment Schedule.** Customer will pay the following warranty and maintenance charges in accordance with the following payment schedule.

Description	Charges	Billing Schedule
Warranty Period	\$ 39,279.24	100% Billed upon Acceptance
First Year Maintenance	\$ 39,279.24	[SELECT BILLING SCHEDULE] Annually
Second Year Maintenance	\$ 39,279.24	[SELECT BILLING SCHEDULE] Annually
Third Year Maintenance	\$ 39,279.24	[SELECT BILLING SCHEDULE] Annually
Fourth Year Maintenance	\$ 39,279.24	[SELECT BILLING SCHEDULE] Annually
Fifth Year Maintenance	\$ N/A	[SELECT BILLING SCHEDULE]

**3. SOFTWARE UPGRADE PROGRAM.**

**3.1 SoftwareServices Upgrade Program.** Customer will pay the following software upgrade program charges in accordance with the following payment schedule.

Term	Charges*	Billing Schedule
[SELECT TERM or N/A] Warranty Period	\$ 194,065.40	100% Billed upon Acceptance
First Year Services	\$194,065.40	Annually
Second Year Services	\$194,065.40	Annually
Third Year Services	\$194,065.40	Annually
Fourth Year services	\$194,065.40	Annually
Fifth Year Services	N/A	

\*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

Customer \_\_\_\_\_  
(Initials)

CenturyLink \_\_\_\_\_  
(Initials)

Memorandum of Insurance

<b>MEMORANDUM OF INSURANCE</b>					<b>DATE</b>	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
<b>PRODUCER</b>			<b>COMPANIES AFFORDING COVERAGE</b>			
Marsh USA Inc. ("Marsh")			Co. <b>A</b> Greenwich Insurance Company			
<b>INSURED</b>			Co. <b>B</b> XL Specialty Insurance Co.			
CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States			Co. <b>C</b> North American Elite Insurance Company			
			Co. <b>D</b> Various			
<b>COVERAGES</b>						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
<b>CO</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	<b>LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED</b>	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033302	01-SEP-2014	01-SEP-2015	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A	AUTOMOBILE LIABILITY	RAD500033402 - AOS	01-SEP-2014	01-SEP-2015	COMBINED SINGLE LIMIT	\$5,000,000
A	Any Auto All Owned Autos	RAD500033502 - MA	01-SEP-2014	01-SEP-2015	BODILY INJURY (PER PERSON)	

C	Hired Autos Non-Owned Autos	UMB000800502	01-SEP-2014	01-SEP-2015	BODILY INJURY (PER ACCIDENT)	
	EXCESS LIABILITY Umbrella Form				PROPERTY DAMAGE	
					EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS	RWD500032902	01-SEP-2014	01-SEP-2015	WORKERS COMP	Statutory
B	COMPENSATION /	AOS	01-SEP-2014	01-SEP-2015	LIMITS	
B	EMPLOYERS	RWR500033002 WI	01-SEP-2014	01-SEP-2015	EL EACH	\$1,000,000
B	LIABILITY	RWE500033102 - WA RWE500033202 OH	01-SEP-2014	01-SEP-2015	ACCIDENT	
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000
D	Technology E&O incl. Cyber/Privacy Liability	W10305140601	01-SEP-2014	01-SEP-2015	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075001	01-MAR-2014	01-MAR-2015	Limits	\$10,000,000
D	Property	Various	15-MAR-2014	15-MAR-2015	Amount of Insurance	\$25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

<b>MEMORANDUM OF INSURANCE</b>		<b>DATE</b> 13-Nov-2014
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive	

Mailstop STS154, Monroe  
Louisiana 71203  
United States

ADDITIONAL INFORMATION

Technology E&O (Including Cyber Privacy Liability)

Insurer: Syndicate 2623/623 at Lloyd's

CRIME

Insurer: Westchester Fire Insurance Company

PROPERTY

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable Interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

FOREIGN LIABILITY

Policy No. WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2014 to September 1, 2015

Foreign General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$2,000,000 Personal & Advertising Injury Limit

\$2,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Foreign Business Auto Liability

\$2,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

EXCESS/UMBRELLA

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

CONTRACTOR'S POLLUTION

Policy No. CH13ECP793246QN

Insurer: Navigators Specialty Insurance Company

Policy Period: October 1, 2013 to March 1, 2016

Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here](#) for a printer-friendly version of this document.



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

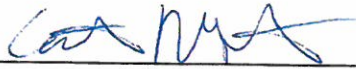
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: TECHS-201416764-00

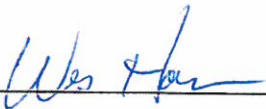
Contractor Name: QWEST COMMUNICATIONS

By: 

Name: Constantine N. Garteles  
(please print)

Title: Manager Offer Management  
(please print)

ATTEST: [if required]

By: 

Name: WES HORN  
(please print)

Title: LEAD GOVERNMENT ACCOUNT MANAGER  
(please print)



*Scope of Work*

**SECTION N: ACKNOWLEDGEMENT**

---

The terms and conditions apply in full to the services and products provided under this Scope of Work.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Scope of Work.

**Customer**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CenturyLink**

By: Constantine N. Gaitelos Constantine N. Gaitelos

Title: Manager - Offer Management

Date: 11/17/2014

