

EXHIBIT A, SCOPE OF WORK

Introduction

The City entered into a cable franchise agreement with Qwest Broadband Services, Inc., doing business as CenturyLink, (“Lumen”) on April 21, 2015. In consideration for the early termination of the cable franchise agreement, the Parties have agreed on the following terms and conditions to further invest in digital equity in the Denver community.

1. Service Level

- a. “Internet Service” is defined as including, but not limited to, installation and wiring to a single point, the modem/router/wi-fi device normally provided for that tier of business service at the time of installation, Internet service, technical support, equipment maintenance and those other features normally advertised for that tier of business services.
- b. Lumen will provide the highest level of internet service currently available at the time of installation (up to 940 Mbps as of 2021) to ten (10) Community Service Locations (CSL) within the City, free of charge. Should Lumen begin providing a higher tier internet service available to Denver residents and/or businesses, at the site of the CSL, the level of service for the CSL will be upgraded to that higher tier. The internet service provided by Lumen will be subject to the terms and conditions set forth at https://www.centurylink.com/legal/en/highspeedinternetsubscriberagreement_LQ.html.
- c. Complimentary services shall be provided to each of the CSL locations until April 15, 2025. This four-year contribution is valued at \$50,000 over the next four years.
- d. Should Lumen make the business decision to discontinue providing internet services to the City and County of Denver and its residents, Lumen will pay the pro-rated balance of the remaining years of internet service based on the evaluation in section 1.c. of this agreement.
- e. The CSL community recipients of this complimentary service shall be selected by the City through the City’s Denver Community Media Program selection process and upon Lumen’s confirmation of service availability. Service availability may be confirmed using the Lumen loop qualification tool (<https://shop.centurylink.com/uas/>) or by contacting Tim Kunkleman (timothy.kunkleman@lumen.com or 303.992.5810). Should the City determine that a CSL is eligible to receive this free connectivity, the City will notify Lumen in writing. Lumen will connect the selected CSL within 30 business days of written request from the City.

2. Number of Connections Provided: The total concurrent number of CSLs provided free internet service by Lumen shall not exceed ten (10). As an example, if two (2) sites disconnect, the City may identify two (2) replacement sites, and the disconnected sites will not count against the net total.

3. Selection Criteria

- a. The City will make the decision on eligible CSLs and will work to identify entities that meet reasonable criteria as determined by the Denver Community Media Program Director.
- b. Eligibility of CSL shall be determined by Lumen based off the following:

- 6. Static IPs:** Once a CSL's complimentary service has been established, the CSL may request that static IP addresses be provided. Upon request, Lumen will work with the CSL to set up the static IP addresses for that location. Additional information can be found at <https://www.centurylink.com/home/help/internet/static-ip-addresses/how-to-setup-static-ip-address.html>. Should CSL entities relocate and wish to continue receiving complimentary internet service and static IP addresses, Lumen and the City will re-evaluate the eligibility of the new location as detailed in section 3 and section 4 of this agreement. If the new location meets selection criteria, Lumen will transfer and continue providing the complimentary internet service and the static IP addresses to the new CSL site.
- 7. Annual Program Reconciliation:** Lumen and the City will meet annually, or as otherwise necessary, to reconcile CSL site installation status and counts, review public awareness initiatives for the prior year and plan for the coming year, review bandwidth use, the number of members of the public accessing the Internet Service, and consider enhancements that reflect changes in technology over time.
- 8. Fiber Optic Data Connection:** At the City's discretion, Lumen shall maintain the existing connection for fiber internet to the City and County Building (CCB) located at 1437 Bannock St., Denver, CO, 80202 until April 15, 2025. This internet connection will be maintained by Lumen at no cost to the City. This internet connection will continue at the current, or greater, connectivity speed to the CCB through the duration of the agreement. Within 120 days of expiration of this agreement, Lumen shall give the City the option to either purchase continued connectivity or discontinue this service. The value of this continued fiber feed through the term of this agreement is valued at \$8,000.
- 9. Comparable Service:** Excluding conditions beyond the control of the company, Lumen will provide the same level of exemplary customer service as if the CSL's receiving this service are paid business customers. There will be no deviation from customer service requirements based on the gratis nature of these connections. Lumen is responsible to correct any problems with Internet connection, service outages, equipment failures and other technical difficulties. Should a service outage or equipment failure occur, the affected CSL will contact Lumen directly. Lumen will respond to these and any other service issues by the end of the next calendar day, or as soon as practicable, after the complaint is received.