

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and City Of Lacrosse/Information ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

City Of Lacrosse/Information

By: _____
 Printed: _____
 Title: _____
 Date: _____

By: _____
 Printed: _____
 Title: _____
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: SERVICES DEPARTMENT 400
 LA CROSSE ST
 LA CROSSE, WI 54601-3374

And if related to a dispute to:
 CenturyLink – Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

Address for Notices (if different from above):

Sales Rep: Diane Schellsmidt
 Sales Rep Phone:

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 13-021124 13-021127

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

City Of Lacrosse/Information
Proposal For CenturyTel Metro Ethernet
Proposal Date: 7/29/2013
Expire Quote Date: 9/27/2013
Customer Copy - Quote #: 13-021127



Customer Contact Information:

Company Name: City Of Lacrosse/Information
Billing Address: SERVICES DEPARTMENT 400 LA CROSSE ST
Billing City, State, Zip: LA CROSSE WI 54601-3374
BAN ID: New BAN ID
Customer Contact Name: Jacky Greschner
Customer Contact Phone: 608-789-8226
Customer Contact E-mail:

Customer Service Location:

Primary Location Name: City Of Lacrosse/Information
Address: 400 LA CROSSE ST
Site City, State, Zip: LA CROSSE WI 54601
NPA-NXX:
On-Site Contact Name:
Work TN:

Telco Central Office Information:

Telco: CENTURYTEL OF WISCONSIN, LLC DBA CENTURYLINK
Serving Central Office CLLI: LCRSWIXB
Serving Central Office Address:
Serving Central Office City, State, Zip:
TCompany / Submarket: T070 / WI007

CenturyLink Contact Information:

Sales Person: Diane Schellsmidt [1002016]
Email: diane.schellsmidt@CenturyLink.com
Sales Contact Number: 608-796-5536
Dealer Code: 1002016

Engineer: N/A
Email: N/A
Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyTel Metro Ethernet
Term Agreement: 36 month

Term Options:

| Site | Qty | Price Plan | Feature Code | Item | MRR | OTC | NRR |
|------|-----|------------|--------------|----------------|----------|--------|--------|
| A | 1 | PPECTL3ZB | E174 | 50M (Zone 1-B) | \$440.00 | | |
| | | | | TOTAL | \$440.00 | \$0.00 | \$0.00 |

Optional Features:

| Site | Qty | Price Plan | Feature Code | Item | MRR | OTC | NRR |
|------|-----|------------|--------------|-------|--------|--------|--------|
| | | | | TOTAL | \$0.00 | \$0.00 | \$0.00 |

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: CENTURYTEL OF WISCONSIN, LLC DBA CENTURYLINK
Service: CenturyTel Metro Ethernet

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote (“Ethernet Services”), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer’s responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

If Customer is in a multi-tenant building and the shared building terminal at Customer’s location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24” x 24” x 9” cabinet with ¾” plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
4. Customer must ensure 4 consecutive rack units of space in a 19” data rack are available for Ethernet Services. Customer must provide space in a 19” wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
8. Customer must confirm that its Local Area Network (“LAN”) has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer’s responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer’s network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
10. The CenturyLink installer will not connect Ethernet Services to Customer’s LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

City Of Lacrosse/Information
 Proposal For Dedicated Internet Access
 Proposal Date: 7/29/2013
 Expire Quote Date: 9/27/2013
 Customer Copy - Quote #: 13-021124



Customer Contact Information:

Company Name: City Of Lacrosse/Information
 Billing Address: SERVICES DEPARTMENT 400 LA CROSSE ST
 Billing City, State, Zip: LA CROSSE WI 54601-3374
 BAN ID: New BAN ID
 Customer Contact Name: Jacky Greschner
 Customer Contact Phone: 608-789-8226
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name: City Of Lacrosse/Information
 Address: 400 LA CROSSE ST
 Site City, State, Zip: LA CROSSE WI 54601
 NPA-NXX:
 On-Site Contact Name:
 Work TN:

Telco Central Office Information:

Telco: CENTURYTEL OF WISCONSIN, LLC DBA CENTURYLINK
 Serving Central Office CLLI: LCRSWIXB
 Serving Central Office Address:
 Serving Central Office City, State, Zip:
 TCompany / Submarket: T070 / WI007

CenturyLink Contact Information:

Sales Person: Diane Schellsmidt [1002016]
 Email: diane.schellsmidt@CenturyLink.com
 Sales Contact Number: 608-796-5536
 Dealer Code: 1002016

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: Dedicated Internet Access
 Term Agreement: 36 month

Term Options:

| Site | Qty | Price Plan | Feature Code | Item | MRR | OTC | NRR |
|------|-----|------------|--------------|--------------|----------|--------|--------|
| A | 1 | PP3Z1DZ01 | DZ012 | 50M DIA Port | \$758.00 | | |
| | | | | TOTAL | \$758.00 | \$0.00 | \$0.00 |

Optional Features:

| Site | Qty | Price Plan | Feature Code | Item | MRR | OTC | NRR |
|------|-----|------------|--------------|-------|--------|--------|--------|
| | | | | TOTAL | \$0.00 | \$0.00 | \$0.00 |

City Of Lacrosse/Information
Proposal For Dedicated Internet Access
Proposal Date: 7/29/2013
Expire Quote Date: 9/27/2013
Customer Copy - Quote #: 13-021124



Additional Terms and Conditions:

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Entity: CENTURYTEL OF WISCONSIN, LLC DBA CENTURYLINK
Service: Dedicated Internet Access

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.