

Amendment Number Nine
to
Contract Number DIR-TEX-AN-NG-CTSA-004
between
State of Texas, acting by and through the Department of Information Resources
and
CenturyLink Communications, LLC on behalf of itself and all of its affiliates

This Amendment Number Nine (“Amendment”) to TEX-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-004 (the “Contract”) is between the Department of Information Resources (“DIR”) and CenturyLink Communications, LLC on behalf of itself and all of its affiliates (“Vendor” or “CenturyLink”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

WHEREAS, DIR acknowledges the November 1, 2017 acquisition of Level 3 Communications, LLC (“Level 3”) as an affiliate under common control, by CenturyLink Communications, LLC (“CenturyLink”), with an office located at 931 14th Street, Denver, Colorado 80228.

WHEREAS, DIR acknowledges Level 3 will operate as an affiliate of CenturyLink for the remaining term of the Contract, with CenturyLink retaining all responsibility and liability on behalf of its affiliates. As such, CenturyLink may add Services formerly offered under the DIR contract DIR-TEX-AN-NG-CTSA-006 for the purpose of providing the comprehensive suite of TEX-AN Services under the Contract (“Consolidation”).

WHEREAS, CenturyLink hereby agrees to perform all transferred duties and obligations that were agreed to be performed under the DIR-TEX-AN-NG-CTSA-006 to the same extent as if it had been an original party thereto.

1. CenturyLink and DIR hereby agree:
 - a. Vendor may add Services that were offered under DIR-TEX-AN-NG-CTSA-006 to Vendor’s Attachment Exhibit C-1 (Exhibit C-1) pricing document subject to DIR approval and offer the approved services to DIR Customers;
 - b. The addition of Services will not result in an increase in price for any service. Where Services are similar, Vendor will offer the lowest price;
 - c. Existing DIR Customers will not receive a rate increase. Upon approval of the EAU17 by both parties, Vendor will initiate service orders to re-rate Customers impacted by the changes set forth in the revised Exhibit C-1. New orders will be priced using the lower price;
 - d. Vendor will post the revised Exhibit C-1 no later than 10 business days from the end of the effective date of the new pricing to a location agreed by DIR, and Vendor shall update its webpage accessible to Customers to have the revised Exhibit C-1 available to Customers within the same timeframe;
 - e. Vendor will be responsible for all work performed, duties and obligations under DIR-TEX-AN-NG-CTSA-004;

- f. Upon Level 3 Services being added to Exhibit C-1 to the Contract and approved by DIR and Vendor, Vendor will provide and bill for the Level 3 Services pursuant to the Contract. DIR acknowledges and agrees that Level 3 and CenturyLink will separately invoice and comply with the billing requirements of the Contract, as separate affiliates. CenturyLink will use commercially reasonable efforts to provide DIR a single invoice under this Contract within twelve (12) months from the last signature of this Contract. CenturyLink will provide an additional updated W-9 form to DIR for Level 3 for the Contract;
 - g. Vendor will be the single point of contact and a single course for escalation;
 - h. Vendor will provide a single set of management plans applicable to all work under the Contract, provided that each plan will reflect the distinct processes currently in place for the different networks; and
 - i. Vendor will provide a transition plan to DIR that highlights the details of the Consolidation, which includes but is not limited to details how Vendor will re-rate DIR Customers impacted by the Consolidation.
2. As of the effective date of this Amendment, the following term is hereby added under **Exhibit B. Terms and Conditions, Article 11. Remedies and Disputes, Section 11.06 Payment and other provisions at CTSA termination:**
- (l) If termination of a service occurs as a result of the contract transition before the end of that service's minimum payment period for any service order issued under DIR-TEX-AN-NG-CTSA-006, Vendor agrees to waive the termination fee and unpaid non-recurring charges identified in the Pricing Schedule, including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by CenturyLink from a third party due to the termination.
3. Vendor also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. Vendor hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller or Public Accounts.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number Nine, then Amendment Number Eight, then Amendment Number Seven, then Amendment Number Six, then Amendment Number Five, then Amendment Number Four, then Amendment Number Three, then Amendment Number Two, then Amendment Number One, and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature.

CenturyLink Communications, LLC on behalf of itself and all of its affiliates

Authorized By: signature on file

Name: Steve Arneson

Title: Manager – Offer Management

Date: 2/13/2020

**The State of Texas, acting by and through
the Department of Information Resources**

Authorized By: signature on file

Name: Wayne Egeler

Title: Director of CTS

Date: 3/9/2020

Legal: initials on file 3/6/2020