

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 Chatham Co ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

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.

By: Cora C Brown
 Printed: Cora C Brown
 Title: GM - Bus. Sales
 Date: 04/10/2012

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

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

Chatham Co

By: [Signature]
 Printed: Cherie Abrie
 Title: County Manager
 Date: 4/10/12

Customer Address: DIR OF COMMUNIC PO BOX 608
 PITTSBORO, NC 27312-0608

Address for Notices (if different from above):

Sales Rep: Donna Pair
 Sales Rep Phone: (252) 212-3609

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 first day of the first billing month after 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): 11-042953
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.

E911 Chatham County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 3/12/2012
Expire Quote Date: 5/13/2012
Customer Copy - Quote #: 11-042953



Customer Contact Information:

Company Name: E911 CHATHAM COUNTY
Billing Address: PO BOX 613
Billing City, State, Zip: PITTSBORO NC 27312
BAN ID: New BAN ID
Customer Contact Name: Janet Scott
Customer Contact Phone: 919-542-2811
Customer Contact E-mail:

CenturyLink Contact Information:

Sales Person: Donna Pair [1074261]
Email: donna.l.pair@centurylink.com
Sales Contact Number: 252-212-3609
Dealer Code: 1074261

Engineer: Jimmy Hilburn
Email: jimmy.x.hilburn@centurylink.com
Engineer Contact Number: 252-641-2883

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Metro Ethernet - Classic Enhanced Services

Term Agreement: 60 month

Total # of Sites included in this quote: 2

Site	Listing Name	MRR	NRR
A	E911 Chatham County	\$1180.00	\$24.00
B	E911 Chatham County	\$1180.00	\$24.00
	TOTAL	\$2360.00	\$48.00

E911 Chatham County
Proposal For Metro Ethernet - Classic Enhanced Services
 Proposal Date: 3/12/2012
 Expire Quote Date: 5/13/2012
 Customer Copy - Quote #: 11-042953



Customer Service Location:

PON #: 11042953A
Primary Location Name: E911 Chatham County
Address: 297 West Street
City, State, Zip: Pittsboro, NC, 27312
NPA-NXX: 919-542
On Site Contact Name: Janet Scott
Work TN: 919-542-2811

Telco Central Office Information:

Telco A: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: PTBONCXA01W
Serving Central Office Address: 37 E SALISBURY ST
Serving Central Office City, State, Zip: PITTSBORO, NC 27312

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 60 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
A	1			Service Order Charge		24.00
A	1	PP5CEZ2B	E162	20Mbps Enhanced Ethernet - Classic	\$880.00	
A	12	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$300.00	
TOTAL					\$1,180.00	\$24.00

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: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- 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 Embarq 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 Embarq terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

E911 Chatham County
Proposal For Metro Ethernet - Classic Enhanced Services
 Proposal Date: 3/12/2012
 Expire Quote Date: 5/13/2012
 Customer Copy - Quote #: 11-042953



Customer Service Location:

PON #: 11042953B
Primary Location Name: E911 Chatham County
Address: 3670 Alston Bridge Road
City, State, Zip: Siler City, NC,
NPA-NXX: 919-663
On Site Contact Name: Janet Scott
Work TN: 919-542-2811

Telco Central Office Information:

Telco B: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: PTBONCXA01W
Serving Central Office Address: 37 E SALISBURY ST
Serving Central Office City, State, Zip: PITTSBORO, NC 27312

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 60 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
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 Entity: Carolina Telephone and Telegraph Company LLC
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- 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 Embarq 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 Embarq terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

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.