

Embarq Centurion™ Service Agreement

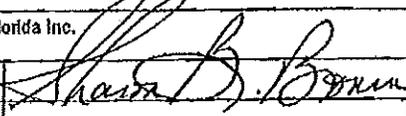
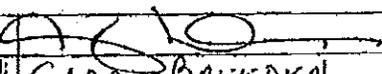
Maintenance Contract#: M09PLBN7NQS9Z
Account Manager: Paul L. Boynton

This Embarq Centurion Service Agreement ("Agreement") between Embarq Florida Inc. ("Embarq") and Sumter County Government ("Customer") governs Embarq's provision of certain maintenance services ("Services") to Customer.

SITE ADDRESS		BILLING ADDRESS	
Business Name	Sumter County Government	Business Name	Board of Sumter County Commissioners
Site Contact	George Robinson	Billing Contact	Sandee Howell
Street Address	000 N. Main St.	Street Address	910 N. Main St.
City	Bushnell	City	Bushnell
State	FL	State	FL
ZIP	33513	ZIP	33513
Phone	(352) 568-6699	Phone	(352) 793-0200

- TERMS OF SERVICE.** Embarq provides Services to Customer under the Standard Plan. The Term for Services will continue for the number of months specified on Attachment A (the Embarq Centurion Bill of Materials), attached and incorporated into this Agreement. Embarq provides Services under the Embarq Standard Terms and Conditions for Communications Services, the Embarq Centurion Maintenance Service Annex, and related annexes applicable to Customer's selection of specific Optional Services; all posted to www.embarq.com/ratesandconditions on the effective date and incorporated by this reference. References to URLs in this Agreement include references to successor URLs identified by Embarq.
- RATES AND BILLING.** Embarq will provide Services for the Equipment listed in Attachment A at the rates specified in Attachment A. Rates are exclusive of applicable taxes and surcharges separately itemized on Customer's invoices and other billable items as specified in the applicable annex. Embarq will bill Customer annually.

AGREED

Embarq Florida Inc.		Board of Sumter County Commissioners	
By:		By:	
Printed:	SHARON B. BROWN	Printed:	GARRY BREWSTER
Title:	GENERAL SALES MANAGER	Title:	CHAIRMAN
Date:	2-4-2009	Date:	FEB 10 2009

Address For Notices:
900 Springmill Road
Mailstop: OHMANJ0101
Mansfield, OH 44908

Address For Notices (if different from above):

And if related to a dispute to:
Embarq - Attn: VP, Commercial Law
5454 W. 110th Street
Overland Park KS 66211

EMBARQ STATE AND LOCAL GOVERNMENT CUSTOMER ANNEX

This Embarq State and Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies other terms and conditions of the Agreement. This Annex takes precedence over all other conflicting terms and conditions of the Agreement, and is not applicable to Embarq Services governed by Tariffs on file with the FCC or state regulatory authorities. When attached to the applicable cover agreement, this Annex supersedes the version posted at www.embarq.com/ratesandconditions.

1. **Eligibility and Applicability.** This Annex is available to all state and local governmental entities and agencies in connection with the purchase of Embarq Products and Services. Embarq defines "state and local governmental entities and agencies" as state and local entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give Embarq written notice of any termination under this section at least 30 days before the Termination Date. At Embarq's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from Embarq or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by Embarq and may contain Embarq trademarks, trade secrets, and other proprietary information. Embarq acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide Embarq with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Embarq confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where Embarq provides the Products and Services, without regard to that State's conflict of laws principles.

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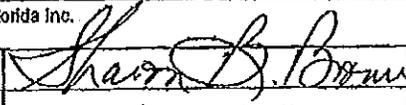
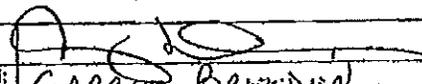
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City	Bushnell	City	Bushnell
State	FL	State	FL
ZIP	33513	ZIP	33513
Phone	(352) 508-6899	Phone	(352) 793-0200

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By:		By:	
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Title:	GENERAL SALES MANAGER	Title:	CHAIRMAN
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